

Mobile Bay Pipeline Company: Second Revised Volume No. 1
Title Page : Effective

FERC GAS TARIFF
SECOND REVISED VOLUME NO. 1
of
(SUPERSEDING MOBILE BAY PIPELINE COMPANY
FIRST REVISED VOLUME NO. 1)
MOBILE BAY PIPELINE COMPANY
filed with the
FEDERAL ENERGY REGULATORY COMMISSION

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Third Revised Sheet No. 1 Third Revised Sheet No. 1 : Effective
Superseding: Superseding Sheet Nos. 1-371

CANCELLATION OF ENTIRE TARIFF

Notice is hereby given that effective January 1, 1999, FERC Gas
Tariff of Mobile Bay Pipeline Company is to be cancelled.

Effective Date: 02/01/1994 Status: Effective

FERC Docket: GT94- 18-000

Original Sheet No. 2 Original Sheet No. 2 : Effective

PRELIMINARY STATEMENT

The Mobile Bay Pipeline Company (Mobile Bay), a corporation organized and existing under the laws of the State of Delaware, is a natural gas company engaged in the business of transporting natural gas owned by Shippers from interconnections with processing plants in the vicinity of Mobile Bay, Mobile County, Alabama.

The transportation of natural gas in interstate commerce is pursuant to authority granted by the Federal Energy Regulatory Commission to Mobile Bay to perform such service under the terms of Service Agreements between Shipper and Mobile Bay.

Effective Date: 02/01/1994 Status: Effective

FERC Docket: GT94- 18-001

Suborig No 3 Suborig No 3 : Effective

- See hard copy for the map

Effective Date: 10/01/1997 Status: Effective

FERC Docket: TM98-1-114-000

Sixth Revised Sheet No. 4 Sixth Revised Sheet No. 4 : Effective

Superseding: Superseding Fifth Revised Sheet No. 4

SCHEDULE OF RATES

APPLICABLE TO TRANSPORTATION RATE SCHEDULES IN
FERC GAS TARIFF SECOND REVISED VOLUME NO. 1

Firm Transportation Rate Schedule FTS	Maximum Rate (\$/Dth)	Minimum Rate (\$/Dth)
Reservation Fee	\$0.7612	\$0.0000
Usage/Commodity Rate	\$0.0001	\$0.0001
Overrun Volumes	\$0.0264	\$0.0000

Interruptible Transportation
Rate Schedule ITS

Usage/Commodity Rate	\$0.0264	\$0.0000
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All Rate Schedules

ACA Surcharge	\$0.0022
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Applicable fuel and company-used allowance is 0.0%.

Fuel charge per Dekatherm \$0.00

Capacity Release

Maximum firm volumetric rate, exclusive of surcharges is \$0.0263.

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FERC Docket: GT94- 18-000

Original Sheet No. 5 Original Sheet No. 5 : Effective

Original Sheet Nos. 5-19 of Mobile Bay Pipeline Company's FERC Gas
Tariff, Second Revised Volume No. 1, are hereby reserved for future use.

Effective Date: 02/01/1994 Status: Effective

FERC Docket: GT94- 18-000

Original Sheet No. 20 Original Sheet No. 20 : Effective

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

- (a) This Rate Schedule FTS is available for firm transportation service by Transporter for any person (hereinafter called "Shipper") to the extent that: (i) capacity is available on Transporter's system (including receipt and delivery points) to provide service on a firm basis; (ii) Shipper makes a valid request as defined in Section 6 of the General Terms and Conditions and executes a Rate Schedule FTS Transportation Service Agreement (FTS Agreement) with Transporter applicable to service under this Rate Schedule FTS in the form contained in this Tariff, and nominates requested levels of service in accordance with Section 8 hereof; and, (iii) such service complies with the terms and conditions of this Rate Schedule FTS.
- (b) For purposes of further determining availability of transportation service hereunder, Transporter shall not be required to provide any requested transportation service: (i) for which capacity is not available on any day; (ii) which could in Transporter's reasonable judgment interfere with service to existing firm transportation customers; (iii) which would require the construction, modification, expansion, or acquisition of any facilities, provided, however, that Transporter may agree in its sole discretion to construct, modify, expand or acquire facilities to enable it to perform such service; (iv) if Shipper is unwilling to pay the maximum rate applicable to such service under this Rate Schedule FTS; (v) if the FTS Agreement has expired and no right of first refusal has been exercised or no rollover agreement has been executed; or (vi) if Transporter determines that Shipper does not possess sufficient financial stability so that it is reasonably likely service provided hereunder will be paid for on a timely basis and Shipper refuses to prepay transportation charges pursuant to Section 4.3 of the General Terms and Conditions.

Effective Date: 02/01/1994 Status: Effective

FERC Docket: GT94- 18-000

Original Sheet No. 21 Original Sheet No. 21 : Effective

RATE SCHEDULE FTS
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) The transportation service provided under this Rate Schedule FTS shall be performed under Subparts B and G of Part 284 of the Commission's Regulations. This Rate Schedule FTS shall apply to all gas transported pursuant to an executed FTS Agreement.
- (b) Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 19 or when Shipper fails materially to comply with any provision of this Rate Schedule FTS or the FTS Agreement thereunder. Transporter shall furnish Shipper notice of such noncompliance and allow Shipper four (4) hours to cure it prior to interruption of service or such shorter time as required for operation of the pipeline. Transporter shall have the right to waive, on a non-discriminatory basis, any one or more specific defaults by any Shipper; provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character. In addition, Transporter may interrupt service if necessary to maintain gas quality, or to otherwise maintain the integrity of its system.
- (c) Service hereunder shall consist of the receipt of natural gas tendered by or on behalf of Shipper for transportation at the receipt point(s) specified in the executed FTS Agreement, the transportation thereof through Transporter's pipeline system, and the delivery of natural gas by Transporter to Shipper or for Shipper's account at the delivery point(s) specified in the FTS Agreement. Transporter shall not be required to accept any gas tendered in excess of any Maximum Daily Quantity (MDQ) specified in the FTS Agreement.
- (d) The gas to be transported hereunder shall be received and delivered at uniform hourly and daily rates of flow as nearly as practicable and in accord with the daily quantities specifically set forth in Section 8 of the General Terms and Conditions.

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FERC Docket: GT94- 18-000

Original Sheet No. 22 Original Sheet No. 22 : Effective

RATE SCHEDULE FTS
(Continued)

3. PRIORITY OF SERVICE

- (a) Firm transportation services of Transporter under this Rate Schedule FTS shall have priority over all Transporter's interruptible transportation services. Service hereunder may be curtailed due to capacity constraints on Transporter's system, as necessary on a pro rata basis with respect to all firm services.
- (b) Transporter shall make available for service hereunder any capacity which, at any time, it has available on a firm basis throughout the year (or any portion of the year to which service is limited under the FTS Agreement) in excess of such firm capacity already committed. Determination of available firm capacity shall be made from time to time as capacity becomes available or as requests for service are received hereunder.

4. TERM

The term for firm transportation service under this Rate Schedule FTS shall be as set forth in the FTS Agreement between Shipper and Transporter.

5. RATE

Shipper shall pay Transporter each month under this Rate Schedule FTS a two-part rate consisting of (i) a reservation charge based on Shipper's MDQ and (ii) a usage charge for each unit of gas delivered. Shipper shall also pay Transporter such other charges as are identified in this Section 5 or in Sections 6 and 7 of this Rate Schedule FTS.

- (a) The monthly maximum reservation charge shall be the applicable rate set out on the currently effective Sheet No. 4 of this Tariff multiplied by Shipper's MDQ. The maximum monthly usage charge shall be the applicable maximum usage rate(s) set out on

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FERC Docket: RP96-228-000

First Revised Sheet No. 23 First Revised Sheet No. 23 : Effective

Superseding: Original Sheet No. 23

RATE SCHEDULE FTS

(Continued)

the currently effective Sheet No. 4 of this Tariff multiplied by the quantity of gas actually delivered by Transporter during the billing month.

- (b) In accordance with Section 154.402 of the Commission's Regulations (18 C.F.R. 154.402), the Annual Charge Adjustment (ACA) will also be charged, when applicable.
- (c) Transporter may from time to time and at any time upon twenty-four (24) hours verbal or written notice at its sole discretion, or as provided in the FTS Agreement, charge any individual Shipper for transportation service under this Rate Schedule FTS a transportation charge which is lower than the applicable maximum monthly transportation charge in (a) above; provided, however, that such rate charged may not be less than the applicable minimum rate specified on Sheet No. 4. Transporter will notify such Shipper of the applicable charge in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Unless otherwise agreed in the FTS Agreement, Transporter may at any time increase or further decrease such decreased rate upon twenty-four (24) hours verbal notice to Shipper which notice shall be confirmed in writing. Transporter shall follow all verbal notice with written notice.
- (d) Any rate discount made available by Transporter shall be offered to all Shippers requesting such rate on a non-discriminatory basis.

Effective Date: 02/01/1994 Status: Effective

FERC Docket: GT94- 18-000

Original Sheet No. 24 Original Sheet No. 24 : Effective

RATE SCHEDULE FTS
(Continued)

- (e) Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shipper(s) affected, the quantity transported, any provisions for discounts, and any other information which may be required.
- (f) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (i) the rates and charges applicable under this Rate Schedule FTS, including both the level and design of such rates and charges; (ii) this Rate Schedule FTS; and/or (iii) the pro forma Rate Schedule FTS Transportation Service Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings.
- (g) Transporter may, at its sole discretion, elect at any time upon thirty (30) days notice to Shipper to institute an in-kind reduction for Fuel and Company-Used Gas Allowance. The percentage figure used for determining in-kind reductions for Fuel and Company-Used Gas Allowance, as reflected on Sheet No. 4, may be changed by Transporter, provided that such percentage figure shall be changed no more frequently than twice a year. In the event Transporter does not make the foregoing election, Transporter may include in its rate for services under an Agreement a charge for Fuel and Company-Used Gas Allowance as set forth on Sheet 4, as applicable, in this Tariff.

6. MINIMUM MONTHLY BILL

The reservation charge.

Effective Date: 02/01/1994 Status: Effective

FERC Docket: GT94- 18-000

Original Sheet No. 25 Original Sheet No. 25 : Effective

RATE SCHEDULE FTS
(Continued)

7. OTHER CHARGES

Upon presentment to Shipper, Shipper shall reimburse to Transporter within ten (10) business days after the payment by Transporter of the fees required by the FERC or any regulatory body related to the specific service provided under this Rate Schedule FTS including, but not limited to, filing, reporting, and application fees, but excluding any fees recovered by Transporter as a regulatory expense in a previous Section 4 rate case. Shipper shall also reimburse Transporter for the cost of any facilities Transporter acquires or constructs to provide service hereunder as described in Section 3.18 of the General Terms and Conditions.

8. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff and, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FTS, and shall apply to service rendered hereunder, as though stated herein.

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Original Sheet No. 26 Original Sheet No. 26 : Effective

Original Sheet Nos. 26-45 of Mobile Bay Pipeline Company's FERC Gas
Tariff, Second Revised Volume No. 1, are hereby reserved for future use.

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Original Sheet No. 46 Original Sheet No. 46 : Effective

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

- (a) This Rate Schedule ITS is available for interruptible transportation service by Transporter for any person (hereinafter called "Shipper") to the extent that: (i) capacity is available on Transporter's system from time to time; (ii) Shipper makes a valid request as defined in Section 6 of the General Terms and Conditions and executes a Rate Schedule ITS Transportation Service Agreement (ITS Agreement) with Transporter applicable to service under this Rate Schedule ITS in the form contained in this Tariff, and nominates requested levels of service in accordance with Section 8 of the General Terms and Conditions hereof; and (iii) such service complies with the terms and conditions of this Rate Schedule ITS.
- (b) For purposes of further determining availability of transportation service hereunder, Transporter shall not be required to provide any requested transportation service: (i) for which capacity is not available on any day; (ii) which could in Transporter's reasonable judgment interfere with service to firm transportation customers; (iii) which would require the construction, modification, expansion, or acquisition of any facilities, provided, however, that Transporter may agree in its sole discretion to construct, modify, expand or acquire facilities to enable it to perform such service; (iv) if Shipper is unwilling to pay the maximum rate applicable to such service under this Rate Schedule ITS; (v) if the ITS Agreement has expired and no rollover agreement has been executed; or (vi) if Transporter determines that Shipper does not possess sufficient financial stability so that it is reasonably likely service provided hereunder will be paid for on a timely basis and Shipper refuses to prepay transportation charges pursuant to Section 4.3 of the General Terms and Conditions.

Effective Date: 02/01/1994 Status: Effective

FERC Docket: GT94- 18-000

Original Sheet No. 47 Original Sheet No. 47 : Effective

RATE SCHEDULE ITS
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) The transportation service provided under this Rate Schedule ITS shall be performed under Subparts B, G, or H of Part 284 of the Commission's regulations. This Rate Schedule ITS shall apply to all gas transported pursuant to an executed ITS Agreement.
- (b) Service hereunder shall be provided on an interruptible basis. Interruption of service includes decreasing, suspending, or discontinuing the receipt or delivery of gas in accordance with Section 19 of the General Terms and Conditions. Service may be interrupted if after reasonable notice give the circumstances, Shipper fails materially to comply with any provisions of this Rate Schedule ITS or the ITS Agreement. Transporter shall have the right to waive, on a non-discriminatory basis, any one or more specific defaults by any Shipper; provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character. In addition, Transporter may interrupt service if necessary to serve a higher priority customer, to maintain gas quality, or to otherwise maintain the integrity of its system.
- (c) Service hereunder shall consist of the receipt of natural gas tendered by or on behalf of Shipper for transportation at the receipt point(s) specified in the executed ITS Agreement, the transportation hereof through Transporter's pipeline system, and the delivery of natural gas by Transporter to Shipper or for Shipper's account at the delivery point(s) specified in the ITS Agreement. Transporter shall not be required to accept any gas tendered in excess of any Maximum Daily Quantity (MDQ) specified in the ITS Agreement.
- (d) The gas to be transported hereunder shall be received and delivered at uniform hourly and daily rates of flow as nearly as practicable and in accord with the daily quantities specifically set forth in Section 8 of the General Terms and Conditions.

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FERC Docket: GT94- 18-000

Original Sheet No. 48 Original Sheet No. 48 : Effective

RATE SCHEDULE ITS
(Continued)

- (e) Service hereunder shall be subject to and subordinate in all respects to services provided to and necessary for Transporter to meet its firm transportation service obligations.
- (f) Notwithstanding any other Section hereof, Transporter reserves the right, after five (5) days notice, to subordinate service to a Shipper paying a discount rate to enable Transporter to provide service to another Shipper if the latter would result in a higher unit rate to Transporter. Transporter will afford any Shipper whose service is being subordinated by this provision an opportunity to renegotiate its agreement to increase the unit rate to maintain its priority; provided, however, that (1) if a Shipper who is paying a discount rate chooses to increase the unit rate in response to the higher offer, it shall be allowed to do so only within the specified five (5) day period, and Transporter is obligated to accept any such increase that equals or exceeds the higher offer; and (2) once the Shipper exercises its right to pay a higher rate and matches or exceeds the higher offer, then it retains its priority. In addition, when there are two or more Shippers willing to pay the same higher unit rate to Transporter to displace a Shipper paying a discount rate and the requests are for more capacity than that subject to being displaced, then the available capacity will be given to the Shipper(s) with the earliest Valid Request Date.

3. TERM

- (a) The term for interruptible transportation service under this Rate Schedule ITS shall be as set forth in the ITS Agreement between Shipper and Transporter. Transporter may terminate the ITS Agreement if Shipper fails to cause gas to be delivered during any two (2) consecutive months when capacity is available and such failure is not caused by force majeure as defined in Section 20 of the General Terms and Conditions.

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FERC Docket: RP96-228-000

First Revised Sheet No. 49 First Revised Sheet No. 49 : Effective
Superseding: Original Sheet No. 49

RATE SCHEDULE ITS
(Continued)

- (b) A Shipper shall not lose its Valid Request Date if a rollover agreement is executed prior to the termination date of its then current ITS Agreement, provided that the MDQ in such rollover agreement does not exceed the MDQ in the prior agreement absent the specific agreement of Transporter. The requirements of Section 6 of the General Terms and Conditions are also applicable to rollover agreements unless waived by Transporter.

4. RATE

Shipper shall pay Transporter each month under this Rate Schedule ITS a one-part usage charge for each unit of gas delivered together with such other charges as are identified in this Section 4 or in Sections 5 and 6 of this Rate Schedule ITS.

- (a) The maximum monthly transportation usage charge for ITS Service shall be the maximum unit rate set out on the currently effective Sheet No. 4 of this Tariff multiplied by the quantity of gas actually delivered during the billing month.
- (b) In accordance with Section 154.402 of the Commission's Regulations (18 C.F.R. 154.402), the Annual Charge Adjustment (ACA) will also be charged, when applicable.
- (c) Transporter may from time to time and at any time upon twenty-four (24) hours verbal or written notice at its sole discretion, or as provided in the ITS Agreement, charge any individual Shipper for transportation service under this Rate Schedule ITS a transportation charge which is lower than the applicable maximum monthly transportation charge in (a) above; provided, however, that such rate charged may not be less than the applicable minimum rate specified on Sheet No. 4. Transporter will notify such Shipper of the applicable charge in writing. Such notification shall specifically state the effective date of such rate and the quantity of gas so affected.

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RATE SCHEDULE ITS
(Continued)

Unless otherwise agreed in the ITS Agreement, Transporter may at any time increase or further decrease such decreased rate upon twenty-four (24) hours verbal notice to Shipper which notice shall be confirmed in writing. Transporter shall follow all verbal notice with written notice.

- (d) Any rate discount made available by Transporter shall be offered to all Shippers requesting such rate on a nondiscriminatory basis.
- (e) Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shipper(s) affected, the quantity transported, any provisions for discounts, and any other information which may be required.
- (f) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (i) the rates and charges applicable under this Rate Schedule ITS, including both the level and design of such rates and charges; (ii) this Rate Schedule ITS; and/or (iii) the pro forma Rate Schedule ITS Transportation Service Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings.
- (g) Transporter may, at its sole discretion, elect at any time upon thirty (30) days notice to Shipper to institute an in-kind reduction for Fuel and Company-Used Gas Allowance. The percentage figure used for determining in-kind reductions for Fuel and Company-Used Gas Allowance, as reflected on Sheet No. 4, may be changed by Transporter, provided that such percentage figure shall be changed no more frequently than twice a year. In the event Transporter does not make the foregoing election, Transporter may include in its rate for services under an Agreement a charge for Fuel and Company-Used Gas Allowance as set forth on Sheet 4, as applicable, in this Tariff.

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FERC Docket: GT94- 18-000

Original Sheet No. 51 Original Sheet No. 51 : Effective

RATE SCHEDULE ITS
(Continued)

5. MINIMUM MONTHLY BILL

None.

6. OTHER CHARGES

Upon presentment to Shipper, Shipper shall reimburse to Transporter within ten (10) business days after the payment by Transporter of the fees required by the FERC or any regulatory body related to the specific service provided under this Rate Schedule ITS including, but not limited to, filing, reporting, and application fees, but excluding any fees recovered by Transporter as a regulatory expense in a previous Section 4 rate case. Shipper shall also reimburse Transporter for the cost of any facilities Transporter acquires or constructs to provide service hereunder as described in Section 3.18 of the General Terms and Conditions.

7. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff and, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ITS, and shall apply to service rendered hereunder, as though stated herein.

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Original Sheet Nos. 52-79 of Mobile Bay Pipeline Company's FERC Gas
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First Revised Sheet No. 80 First Revised Sheet No. 80 : Effective

Superseding: Superseding Original Sheet No. 80

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

services offered under Rate Schedules FTS and ITS.

shall mean Mobile Bay Pipeline Company.

customer which utilizes any of Transporter's transportation services.

throughout the year, as adjusted for daylight savings time.

commencing at nine o'clock (9:00) a.m., Central Clock Time.

excluding federal banking holidays.

nine o'clock (9:00) a.m., Central Clock Time, on the first day of such month and ending at nine o'clock (9:00) a.m., Central Clock Time, on the first day of the next succeeding month.

consecutive days commencing and ending at nine o'clock (9:00) a.m. Central Clock Time, provided that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.

one British thermal unit, and is defined as the quantity of heat required to raise the temperature of one (1) pound avoirdupois of pure water from fifty-eight and five-tenths degrees Fahrenheit (58.5EF.) to fifty-nine and five-tenths degrees Fahrenheit (59.5EF.) at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia). For reporting purposes, Btu conversion factors will be reported to not less than three (3) decimal places and pressure base conversion factors will be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places will be used for both conversion factors.

shall mean the product of the corrected heating value times the measured Mcf at 14.73 psia. The gross heating value is the number of Btu's produced by the complete combustion, at constant pressure, of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60EF.), if

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FERC Docket: RP97-155-007

Third Revised Sheet No. 81 Third Revised Sheet No. 81 : Effective

Superseding: Superseding Second Revised Sheet No. 81

GENERAL TERMS AND CONDITIONS

(Continued)

and seventy-three hundredths pounds per square inch absolute (14.73 psia) and under standard gravitational force (acceleration of 980.665 cm per second per second) with air of the same temperature and pressure as the gas when the products of combustion are cooled to the initial temperature of the gas and air and when the water formed by combustion is condensed to the liquid state. The gross heating value so determined shall be corrected from the conditions of testing to that of the actual condition of the gas as delivered expressed in Btu's per cubic foot. Standardize the reporting basis for gross heating value as Btu(IT)/cubic foot at standard conditions of 14.73 psia, 60 degrees F, and dry. For gross heating value based on cubic meters, the reporting standard is megajoules/cubic meter at standard conditions of 101.325 kPa, 15 degrees C, and dry. (For reference one megajoule equals one million joules). Standardize the reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia, and 60 degrees F. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa and 15 degrees C. If the gas as delivered contains seven (7) pounds of water vapor or less per one million (1,000,000) cubic feet, such gas shall be assumed to have zero (0) pounds of water per one million (1,000,000) cubic feet (dry gas); however, if the gas delivered contains greater than (7) pounds of water vapor per one million (1,000,000) cubic feet, Transporter will correct the gross heating value for the actual water content..

hydrocarbons or of hydrocarbons and non-combustible gases, in gaseous state, consisting essentially of methane.

quantity of natural gas occupying a volume of one thousand (1,000) cubic feet at a temperature of sixty degrees Fahrenheit (60°F.) and at a pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).

nominations, scheduling, confirmations, allocations, invoicing and balancing in the United States. The standard for Canada shall be Gigajoules per gas day. (For reference 1 Dekatherm = 1,000,000 Btu's; and 1 Gigajoule = 1,000,000,000 joules.) For commercial purposes, the standard conversion factor between Dekatherm and Gigajoules should be 1.055056 Gigajoules per Dekatherm. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units.

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Third Revised Sheet No. 82 Third Revised Sheet No. 82 : Effective

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Measured Quantity used for the purpose of balancing the amount of gas received by Transporter at the Receipt Point/s with the amount of gas delivered by Transporter for Shipper's account at the Delivery Points. The Balancing Unit shall be reported in Dekatherm's.

1.15 "Customer Electronic System" shall refer to all electronic communication activities, excluding EDI, required to support a Customer's needs whether developed and maintained internally by Transporter or provided through and unaffiliated third party on behalf of Transporter.

1.16 "EDI" shall mean Electronic Data Interchange in accordance with GISB Standards. EDI will be available on a non-discriminatory basis to any party. A trading partner agreement(s) between Transporter and such party is required for electronic transmission of data.

Customer Electronic System where notices and other Transporter specific information is available for view by the customer and where the customer can submit bids and offers related to Capacity Release transactions.

communication standards promulgated by the Gas Industry Standards Board ("GISB") and adopted and codified by the Commission in Section 284.10(b) of the Commission's Regulations.

Company-Used Gas Allowance" shall mean that volumetric portion, expressed as a percent, of all gas received by Transporter into its system which is used in the operation of Transporter's pipeline system and which includes any lost and unaccounted for gas.

total loss in Btu's attributable to the processing of gas transported hereunder, and includes, but is not limited to, plant fuel, flare, shrinkage and other losses whether such losses are able to be accounted for or not.

mean the sum of the Measured Quantities of gas expressed in Dekatherm's received by Transporter for the account of Shipper at the Receipt Point(s) during any given period of time adjusted for the PTR, Separator Gas and the then current Fuel and Company-Used Gas Allowance, if applicable.

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Fourth Revised Sheet No. 83 Fourth Revised Sheet No. 83 : Effective

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applicable, an ITS Agreement as defined in Rate Schedule ITS or an FTS Agreement as defined in Rate Schedule FTS between Transporter and Shipper.

which Transporter is to receive or deliver at each Receipt or Delivery Point or in the aggregate, in accordance with the terms of the Agreement.

shall be assumed to be fourteen and seventy-three hundredths (14.73) pounds per square inch, irrespective of actual elevation or location of the point of delivery above sea level on variations in such atmospheric pressure from time to time.

Regulatory Commission or any successor agency.

operating facilities that are interconnected to Transporter or acting as agent for the interconnected party and who is authorized to confirm Shipper nominations and ensure, in cooperation with the Shipper and other persons in the confirmation path, that physical flows conform to the nominations. The Operator must have the ability to control or cause the control of the physical operation of the facilities interconnected to the pipeline.

notified Transporter that it desires to release firm capacity pursuant to Section 14 of the General Terms and Conditions.

a bid to Transporter pursuant to Section 14 of the General Terms and Conditions, but which is not a Prearranged Customer.

Releasing Customer has submitted a prearranged bid to obtain its released capacity from Transporter pursuant to Section 14 of the General Terms and Conditions.

Prearranged Customer which has executed a service agreement with Transporter for released capacity pursuant to Section 14 of the General Terms and Conditions.

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capacity release will remain posted on Mobile Bay's electronic bulletin board pursuant to Section 14 of the General Terms and Conditions.

agreement between an Operator and Transporter at a point of interconnect with electronic measurement and flow control that allocates measurement and control variances to the Operator. The measurement and control variance is the difference between total scheduled daily quantities confirmed with the Operator and measured quantities at the point each day.

definition of Uniform Hourly Rate of Flow as set forth in Section 1.31 shall mean that the hourly rate of flow shall be uniform when conditions exist on Transporter's system or portion thereof that unless otherwise corrected will require the implementation of system controls as described herein. Examples of such circumstances are:

or other natural disasters;

pipeline system or part thereof;

rate of flow to a uniform rate, Customer shall be notified in the same manner as set forth in Section 12(n) of these General Terms and Conditions.

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Superseding: Superseding First Revised Sheet No. 85

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mean the quantity of gas to be received and delivered each hour. The Uniform Hourly Rate of Flow shall be equal to the Confirmed Nominations for the day divided by the number of hours the nomination is requested to be in effect. For purposes of this Section the term "Hour" shall mean each period of sixty (60) consecutive minutes during a day beginning at 9:00 a.m., Central Clock Time.

submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas Day and runs through the end of that gas Day.

2. QUALITY

Agreement, all gas received or delivered under the terms of the Agreement shall be natural gas of pipeline quality and shall conform to the following specifications:

exceed two tenths of one percent (0.2%) by volume, and the parties shall make reasonable efforts to maintain the gas free from oxygen.

content shall not exceed one (1) grain per one hundred (100) cubic feet of gas.

including mercaptans and hydrogen sulphide, shall not exceed twenty (20) grains per one hundred (100) cubic feet of gas.

shall not exceed three percent (3.0%) by volume.

free of water and other objectional liquids at the temperature and pressure

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hydrocarbons which might condense to free liquids in the pipeline under normal pipeline conditions) and shall in no event contain water vapor in excess of seven (7) pounds per one million (1,000,000) cubic feet.

free of dust, gums, gumforming constituents or other objectionable liquid or solid matter which might become separated from the gas in the course of transportation through the pipeline.

average heating content of not less than nine hundred fifty (950) nor more than eleven hundred seventy-five (1175) Btu's per cubic foot measured on a dry basis, unless otherwise mutually agreed to by Transporter and Shipper.

forty degrees (40E) Fahrenheit nor more than one hundred twenty degrees (120E) Fahrenheit.

(3%) by volume.

or unsaturated hydrocarbons, and no more than four hundred parts per million (400ppm) of hydrogen.

(0.20) gallons of neopentane or heavier liquefiable hydrocarbons per Mcf.

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conform to any of the quality specifications set forth herein, Shipper or Transporter, as applicable may, at its option, refuse to accept delivery pending correction of the deficiency by the other party.

failure of such gas to meet the specifications set forth herein, the delivering party shall cease immediately deliveries of such gas upon notification, including telephonic notification, by the receiving party of such refusal. Notwithstanding any other provision of the applicable service agreement, if for any reason whatsoever the delivering party does not cease deliveries of such gas after notification by the receiving party, such party will not be obligated in any way to accept such gas and may cause or seek to cause such gas to be shut in at the receipt point. In addition, the delivering party will reimburse the receiving party for any and all damages, costs, fees, and charges of any type incurred by the receiving party as a result of the deliveries by the delivering party of such gas. Nothing contained herein shall in any way limit either party from seeking and/or utilizing any other remedies that such party might have, and nothing herein shall limit such party's obligation to indemnify the other party fully for any damages or losses incurred as a result of such deliveries.

or waivers thereof, on a non-discriminatory basis.

3. MEASUREMENT PROCEDURES AND MEASUREMENT EQUIPMENT

defined in Section 1.12 hereof. All quantities in any agreement between Transporter and Shipper, unless otherwise expressly stated, are in terms of such unit.

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be assumed to be fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia), irrespective of actual elevation or location of the point of delivery above sea level or variations in such atmospheric pressure from time to time.

constants, observations, records, and procedures involved in the determination and/or verification of the quantity and other characteristics of gas delivered shall, unless otherwise specified, be in accordance with the standards prescribed in the 1985 edition of the American Gas Association (A.G.A.) Report No. 3 (ANSI/API 2530) on "Orifice Metering of Natural Gas" with any revisions, amendments, or supplements as may be acceptable to Transporter, and shall meet generally accepted industry standards and practices.

meter, unless specified otherwise, shall be in accordance with A.G.A. Report No. 7 with any revisions, amendments or supplements as may be agreeable to Transporter, and shall meet generally accepted industry standards and practices.

shall be in accordance with A.G.A. Report No. 6 with any revisions, amendments or supplements as may be acceptable to Transporter, and shall meet generally accepted industry standards and practices.

meters without a volume and pressure gauge, the greatest day's delivery during any month shall be assumed to be 0.053 multiplied by the volume of gas delivered at such point during the month, unless otherwise agreed by Transporter and Shipper.

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- 3.5 Other Measurement Methods - When measurement is by other than orifice, turbine, or positive meter, standards commonly acceptable in the industry shall be used in the determination of all factors involved in the computation of gas volumes.
- 3.6 Basis - Volumes delivered shall be corrected for deviation from Boyle's Law at the pressures and temperatures under which gas is measured by use of the NX-19 formula or table appearing in the manual entitled "PAR Research Project NX-19, Extension of Range of Supercompressibility Tables," AGA Catalogue No. 48/PR, published by the AGA in 1963, with any subsequent amendments or revisions which may be acceptable to Transporter, and shall meet generally accepted industry standards and practices.
- 3.7 Determination of Heating Value - The heating value of the gas shall be determined by a chromatograph, continuous sampler, spot sample, or calorimeter, which method shall be selected by Transporter, and shall meet generally accepted industry standards and practices.

The arithmetical average of the heating value recorded during periods of flow by a chromatograph or calorimeter shall be considered as the heating value of the gas delivered during such period. In the event a continuous gas sampler is used, the heating value of the gas composite sample so taken shall be considered as the heating value of the gas delivered during the applicable period as determined by the Transporter. In the event a spot sample is taken, the heating value of the spot sample so taken shall be considered as the heating value of the gas delivered during an applicable period as determined by Transporter.

All heating value determinations made with a chromatograph shall use physical gas constants for gas compounds as outlined in the 1985 edition of A.G.A. Report No. 3 (ANSI/API 2530, GPA 8185) on "Orifice Metering of Natural Gas" with any subsequent amendments

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or revisions as may be acceptable to Transporter, and shall meet generally accepted industry standards and practices. Heating value shall be determined to the nearest whole Btu.

In the event the Btu value of the gas delivered at any delivery point is not determined by any one of the methods described above, the Btu content of the gas delivered during a month shall be assumed to be the same as the weighted average of the Btu content of the gas along the same pipeline segment determined by any of the methods described above during such period.

- 3.8 Determination of Flowing Temperature - When orifice meters are used in conjunction with the use of charts, the temperature of the gas flowing through the meter or meters shall be determined by the continuous use of a recording thermometer installed so that it will properly record the temperature of the gas flowing through the meter or meters. The average of the temperature recorded during a period shall be used in computing the volumes of gas for that period. Temperature shall be determined to the nearest whole degree in Fahrenheit.

When positive or turbine meters are used, the flowing temperature of the gas shall be assumed to be sixty (60) degrees Fahrenheit and no correction shall be made for any variation therefrom; provided, however, Transporter shall have the option of installing or causing to be installed a recording thermometer, and if Transporter exercises such option, correction shall be made for each degree variation in the average flowing temperature for each meter recording.

- 3.9 Determination of Specific Gravity - The specific gravity (relative density) of the gas flowing through the meter or meters shall be determined by a chromatograph, continuous sampler, spot sample, or gravitometer, which method shall be selected by Transporter, and shall meet generally accepted industry standards and practices. The arithmetical average of specific gravity

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gravitometer shall be considered as the specific gravity of the gas delivered during such period. In the event a continuous sampler is used, the specific gravity of the composite sample so taken shall be considered as the specific gravity of the gas delivered during an applicable period as determined by Transporter. In the event a spot sample is taken or a continuous gas sampler is used, the specific gravity of the composite sample so taken shall be considered as the specific gravity of the gas delivered during an applicable period as determined by the Transporter. All specific gravity determinations made with a chromatograph shall use physical gas constants for gas compounds as outlined in the 1985 edition of A.G.A. Report No. 3 (ANSI/API 2530, GPA 8185) on "Orifice Metering of Natural Gas" with any subsequent amendments or revisions as may be acceptable to Transporter, and shall meet generally accepted industry standards and practices. Specific gravity shall be determined to the nearest one thousandth (0.001).

delivery point is not determined by any one of the methods described above, the specific gravity of the gas delivered during a month shall be assumed to be the same as the weighted average of the specific gravity of the gas along the same pipeline segment determined by any of the methods described above during such period.

any agreement between Transporter and Shipper a new method or technique is developed with respect to gas measurement, or the determination of the factors used in such gas measurement, such new method or technique may be substituted for the method set forth herein if agreeable to Transporter, and meets generally accepted industry standards and practices.

for the closing of measurement is five (5) business days after the business month. For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth business day following the business month. Measurement data corrections should be processed within six months of the production month with a three month rebuttal period. This time limitation will not apply in cases of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this provision. Any measurement prior period adjustments will be reported in the original production month and will be reported with the restated line item with new total

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responsible for calculating measured quantities at a point) will estimate missing or late measurement data and treat the actual volume as a prior period adjustment. Measurement data available upstream of aggregated points shall be sent to allocating party and used to allocate the aggregated volumes back to the upstream points.

of meters, instruments and equipment of standard make and design as specified by Transporter shall be installed, owned, operated and maintained as mutually agreed to between Transporter and Shipper to measure accurately the gas delivered and/or redelivered.

measurement of the gas shall be by Shipper's measuring equipment only until Transporter, in its discretion, installs measuring facilities. The metering and other equipment installed, together with any buildings erected by it for such equipment, shall be and remain the property of the installing party, unless otherwise agreed by the parties.

rural consumers through farm taps or rural service lines, Shipper shall install, operate and maintain at its own cost and expense the high pressure regulators, meters, low pressure regulators and such other equipment as may be necessary to measure gas and enable Shipper to receive such gas at the varying pressures in Transporter's lines at the point or points of delivery, which shall be at the cutoff valves at the termini of Transporter's service taps located above ground level; provided, however, that Transporter shall always have the right to install meters and meter stations in its discretion at all or any such delivery points. Any service taps and cutoff valves installed by Transporter on its lines, at the request of a Shipper, shall be made only with Transporter's consent which shall not be unreasonably withheld, and shall be made at the expense of Shipper unless such tap and valve is installed at the request of Transporter.

withheld, Transporter shall have the right, upon reasonable notice and at reasonable times, but not the obligation, to make alterations as may be necessary to improve upon the efficiency of the delivery, receipt or measurement of the gas, and the cost of such alterations will be the responsibility of the owning party.

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computer, transducers and other associated sensing equipment that meets generally accepted industry standards and practices may be installed and used for purposes of measurement in lieu of mechanical measuring equipment with charts, in which case the values for gross heating value and specific gravity shall be entered manually at least once each quarter but not more frequently than once each month, or entered as real time data if such data are available. Values for carbon dioxide and nitrogen used in supercompressibility correction determinations shall be entered as real time data if such data are available or shall be entered manually at intervals mutually agreed upon, but at least once each six (6) months.

expense, install and operate meters, instruments and equipment of standard type at or near any point of delivery or receipt either to check the other's meters, instruments and equipment, or to measure the gas delivered to it where the other party has not installed a meter, but the measurement of gas delivered shall be by meters as agreed upon by Transporter and Shipper. The meters, instruments and equipment installed by either party shall be subject at all reasonable times to inspection or examination by the other, but the reading, calibration and adjustment thereof and changing of charts (except where otherwise mutually agreed upon) shall be done only by the owner. Charts and records from such metering equipment shall remain the property of the owner thereof. Upon request of the party not owning the equipment, the owning party will submit its records and charts from its metering equipment, together with calculations therefrom, for the requesting party's inspection and verification, subject to return within thirty (30) days after receipt. Such records and charts shall be kept on file by the owner thereof for the mutual use by both parties for the preceding twenty-four (24) month period.

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incidental to proper performance under an agreement are located on premises of the other, then to the extent that it may have the right to do so, the party owning the premises grants to the owner of said facilities the right of free ingress and egress to such premises at all times for the purposes of installation, operation, repair or removal of such facilities.

measurement equipment shall be inspected, tested, calibrated and adjusted by the Operator thereof as often as Transporter deems necessary, but not more often than once each month. Transporter and Shipper shall give to the other notice of the time of all tests of meters sufficiently in advance of the holding of the test so that the other party may conveniently have its representative present; provided, however, that if the measuring party has given such notice to the other party and the other party is not present at the time specified, then the party giving the notice may proceed with the test as though the other party were present. Following any test, any measuring equipment found to be inaccurate to any degree shall be adjusted immediately to measure accurately. Each party shall have the right at any time to challenge the accuracy of any measuring equipment used and may request additional tests. If, upon testing, the challenged equipment is found to be in error, then it shall be repaired and calibrated. The cost of any such special testing, repair and calibration shall be borne by the party requiring the special test if the percentage of inaccuracy is found to be two percent (2%) or less; otherwise, the cost shall be borne by the party operating the challenged measuring equipment. If, upon any test, the metering equipment in the aggregate is found to be inaccurate by two percent (2%) or more, registrations thereof shall be corrected for a period extending back to the time such inaccuracy occurred, if such time is ascertainable, and if not ascertainable, then back one-half of the time elapsed since the last date of calibration. If for any reason, meters are out of service or out of repair, so that the quantity of gas delivered

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quantity of gas delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties upon the basis of the best data available, using the first of the following methods which is feasible:

and accurately registering;

by calibration, test or mathematical calculation;

preceding period under similar conditions when the measuring equipment was registering accurately.

lost in the construction of any facilities required for the receipt and/or delivery of gas to Shipper, a Shipper having title to gas on Transporter's system shall have the option of repaying Transporter either in-kind or by a cash payment for gas lost upon installation of facilities, provided Shipper shall not be responsible for any gas lost that is due to the sole negligence of Transporter. If Shipper elects to repay Transporter in-kind, such repayment shall be made within 30 days after installation of facilities and at the location at which the gas was lost or at a mutually agreeable location on Transporter's system. If Shipper elects to make repayment by a cash payment, Shipper shall notify Transporter within 10 days after installation of facilities. Transporter shall thereafter invoice Shipper and Shipper shall pay for any such quantity of gas so lost at a price equal to the arithmetic average of the price per Dekatherm published each week under the heading "Delivered to Pipeline" in the table entitled "Gas Price Report" for Louisiana, Gulf Coast, Onshore - Spot as such prices appear in each issue of Natural Gas Week published during the construction period or

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period or other publication designated by Transporter if Natural Gas Week is not published for the relevant period; provided, however, that neither party shall be responsible for gas lost due to the other party's negligence. If Shipper does not have title to gas on Transporter's system in quantities sufficient to repay Transporter in kind, then repayment shall be by cash payment.

3.17 Billings for Facilities - In the event Transporter constructs facilities that are to be paid for by Shipper, Transporter will submit invoices to Shipper pursuant to the terms of the construction contract. Unless otherwise agreed, payment shall be governed by the provisions of Section 18.

3.18 Shipper Facilities - To the extent that any Shipper for which Transporter will render transportation service is required to build facilities to interconnect with Transporter's system, such facilities shall be in conformance with regulations set forth in Department of Transportation regulations and shall be subject to inspection and prior approval of Transporter.

4. CREDIT AND FINANCIAL INFORMATION

4.1 Credit Information and Financial Responsibility - Shipper shall, upon request from Transporter for new service or for good cause shown thereafter, provide the following credit information to demonstrate sufficiently that Shipper will be able to meet or continue to meet its financial obligations under an agreement:

- (a) Most recent audited financial statements and interim financial statements since audit date. If audited financial statements are unavailable, Shipper shall provide the most recent unaudited financial statements in compliance with GAAP along with an attestation by its Chief Financial Officer, or equivalent official, that the information reflected in the unaudited statements is a true, current and fair representation of the Shipper's financial condition. Such financial statements shall include a balance sheet, income statement and statement of cash flow.

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- (b) Two (2) financial institution references and at least four (4) trade references.

4.2 Credit Evaluation

- (a) Transporter's credit evaluation procedures will result in the establishment of maximum dollar credit limits on a standardized nondiscriminatory basis for any applicant. The amount owed Transporter by Shipper, including without limitation the value of any imbalance gas, shall not at any time exceed the maximum dollar credit limit established for such Shipper.
- (b) Transporter's standard objective credit criteria shall include all of the following:
 - (i) The application of consistent credit evaluation practices to determine the acceptability of Shipper's overall financial condition, working capital and profitability trends.
 - (ii) The results of reference checks and any credit reports submitted in accordance with Section 4.1 above must show that Shipper's obligations are being paid on a timely basis.
 - (iii) Consideration of whether Shipper or any parent entity has pending a petition in bankruptcy or the entry of a decree or order, continuing unstayed and in effect for a period of sixty (60) consecutive days, by a court having jurisdiction adjudging the following:
 - 1) declaring the Shipper as bankrupt or insolvent;

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- 2) approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law;
- 3) appointing a receiver, liquidator, assignee, trustee sequestrator (or other similar official) of the Shipper or of any substantial part of its property;
- 4) ordering of the winding-up or liquidation of its affairs.

An exception may be made for a Shipper who is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Act but only with adequate assurances that Shipper's obligations to Transporter will be paid promptly as a cost of administration under the federal court's jurisdiction.

- (iv) Evaluation of Shipper's on-going business relationship with Transporter, if any, consideration being given to delinquent balances being consistently outstanding for services rendered or for gas imbalances due Transporter, and payment of its prior invoices from Transporter according to the established terms of such invoices and the associated service agreement(s) and Section 18, as applicable.
- (v) Determination of whether Shipper is subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts or agencies

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which could cause a substantial deterioration in its financial condition, a condition of insolvency, or the ability to exist as an on-going entity.

- (vi) Evaluation of whether any significant collection lawsuits or judgments are outstanding against Shipper which could seriously affect Shipper's ability to remain solvent.

4.3 Security Requirements

- (a) Transporter will require Shipper to provide security (in one of the forms described below) in order for service to commence or continue under the following conditions:
 - (i) Shipper fails to meet Transporter's standard objective credit criteria (described in Section 4.2 above).
 - (ii) Shipper fails to provide Transporter with required credit information within fifteen (15) days of request, provided such request shall not be exercised at unreasonable intervals.
 - (iii) Shipper's account balances exceed the maximum credit limit established through credit review (described in Section 4.2 above).
- (b) Should any of the conditions described in Section 4.3(a) occur, Transporter will not deny service if Shipper provides one of the following forms of security:
 - (i) A prepayment deposit or irrevocable letter of credit, satisfactory in form and substance to Transporter, from a bank or other financial institution acceptable to Transporter. The amount

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of credit shall be not less than three
(3) months of service assuming full
contracted services are being
provided.

substance satisfactory to Transporter,
executed by a person or company whom
Transporter deems creditworthy, of
Shipper's performance of its
obligations to Transporter under the
agreement; or

Shipper may agree to provide and as
may be acceptable to Transporter.

security within fifteen (15) days of demand
by Transporter, Transporter may deny or
suspend the service being furnished, and
the exercise of such right shall be in
addition to any and all other remedies
available to Transporter.

5. TRANSPORTATION SERVICE INFORMATION AND PROCEDURES

Information

Transporter provides information related to
transportation of natural gas to any of its
marketing affiliates, Transporter will
contemporaneously disseminate that
information to all potential shippers
through the use of the Customer Electronic
System. This information will be updated
on a daily basis and will be made available
to the public seven (7) days a week. To
the extent Transporter offers a discount
rate for transportation to its marketing
affiliate, then Transporter will
contemporaneously make the discount offer
available to all requesting shippers.
Transporter will electronically disseminate
the paths being discounted to all shippers,
including affiliates, on
Transporter's Customer Electronic System.

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Service - Transporter determines periodically if it will offer, or continue to offer, discounted transportation rates. Such information shall be communicated to potential shippers by Transporter's designated representatives and through the use of the Customer Electronic System. In addition, potential shippers may request discounted rates from Transporter. If such a request is granted by Transporter, then the rate will be made available to any similarly situated potential shipper requesting similar service.

Transportation - Potential shippers shall receive information regarding the capacity of the pipeline that is available for transportation from Transporter through use of the Customer Electronic System. This information will include capacity at receipt points, on the mainline, and at delivery points.

Available for Transportation - Capacity release information will be posted on the Customer Electronic System as prescribed in Section 14 of the General Terms and Conditions.

Information - The Customer Electronic System will be available twenty-four (24) hours a day, seven days a week.

Bay's System may be posted on the Customer Electronic System as prescribed in Section 13 and in Section 27.7 of the General Terms and Conditions.

Bay's System may post their request on the Customer Electronic System pursuant to Section 14(G) and Section 27.7 of the General Terms and Conditions.

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System - A subscription may be obtained by contacting the Customer Electronic System Coordinator at (713) 228-6483 or 1-800-999-8475.

Mail inquiries to:

Customer Electronic System Coordinator
Koch Gateway Pipeline Company
Operator of Mobile Bay Pipeline Company
P.O. Box 1478
Houston, TX 77251-1478

against Transporter with regard to transportation service may file a complaint with Transporter. Potential shippers are defined as all current transportation Shippers of Transporter, and all persons who have pending requests either for transportation service or for information regarding transportation service on Transporter's system. The procedures for filing and resolving complaints will be in accordance with the following:

be directed in writing to the General Counsel, Koch Gateway Pipeline Company, Operator of Mobile Bay Pipeline Company, P. O. Box 2256, Wichita, Kansas 67201. Each complaint shall clearly identify the specific activity or lack of activity that Transporter has undertaken which gave rise to the complaint.

complaints received by the General Counsel for a period of three (3) years.

notifying the appropriate departments that will investigate each complaint.

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- (d) Transporter will respond to each complaint within thirty (30) days of the date of receipt by the General Counsel. An initial response will be provided within 48 hours of receipt of the complaint to acknowledge that the complaint was received, estimate a date that a final response will be made and state whether additional information will be needed from the complainant.
- (e) Upon the completion of the investigation for each complaint, Transporter will provide complainant a written response. If Transporter determines that corrective action is appropriate, it will propose such action to complainant to settle the complaint; otherwise, Transporter will set forth those facts that demonstrate that the complaint is unfounded.

6. REQUESTS FOR SERVICE

- 6.1 Valid Request - A request for service under the applicable rate schedule shall be valid as of the date of the request ("Valid Request Date"), if adequate information with respect to all of the items hereafter specified in Section 6.2 have been provided to Transporter; provided, however, that a request shall not be valid if Transporter informs Shipper that the service requested does not conform to the terms of the applicable rate schedule or the data provided is incomplete or not adequately substantiated. Transporter may waive any requirement of Section 6.2, on a non-discriminatory basis, if in its reasonable judgment it deems the information unnecessary in a specific case and may request additional information in a specific case if the data provided is inadequate in Transporter's judgment. Transporter shall promptly notify a Shipper whose request is rejected because of failure to submit or substantiate all data specified by Section 6.2 or whose request fails to comply with any other terms of the applicable rate schedule and state the reason why the request was rejected. Transporter shall also promptly notify Shipper if it cannot satisfy an otherwise valid request due to lack of capacity.

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for transportation is valid within fifteen (15) days after receipt of the request. After determining that a request is valid, Transporter shall promptly notify Shipper of such determination and post Shipper's request in the same manner and subject to the same requirements and bidding procedures as a bid by a Prearranged Customer under the Capacity Release program described in Section 14 of the General Terms and Conditions. Provided, however, Transporter may reject any bid which is less than the maximum rate Transporter is authorized to charge and for a term not agreeable to Pipeline.

Transportation - Requests for Service shall be deemed valid only after the following information is provided by electronic means or by mail to Transporter's Customer Service Department at the following address: Mobile Bay Pipeline Company, P.O. Box 1478, Houston, TX 77251-1478.

service must submit to Transporter's Controller payment of the lesser of the first month's reservation charge or ten thousand dollars (\$10,000). The prepayment shall be credited in the first two (2) months of service, or refunded within fifteen (15) days following the determination that Transporter is unable to provide service.

point of receipt and an estimate of the total quantities to be received and transported over the delivery period should be stated in Dekatherm. The sum of the Primary receipt point MDQs is the Primary delivery point MDQ for service under the FTS Rate Schedule. Transporter shall not be obligated to accept requests under which the total estimated quantities are less than 100 Dekatherm per day or if such quantities can not be measured.

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(c) Receipt Point(s)

- (1) The Primary point(s) at which Shipper desires Transporter to receive gas;
- (2) The names of all entities which under Shipper's request would deliver gas into Transporter's system.

(d) Delivery Point(s)

- (1) The Primary point(s) at which Shipper desires Transporter to deliver gas;
- (2) The names of all entities to which under Shipper's request, Transporter would deliver gas.

(e) Limitations on Points

Transporter shall not be obligated to accept any point of receipt or delivery unless Shipper submits sufficient information to satisfy this Section 6.2 as to that point.

(f) Term of Service

- (1) The date service is requested to commence; provided, however, the request shall not be deemed as valid if made more than ninety (90) days prior to the date service is to commence.
- (2) The date service is requested to terminate.

(g) Certification - Certification from the Shipper (i) that it has good title to the gas or a current right to transport the gas; and (ii) that it has entered into all necessary arrangements to ensure that upstream and downstream transportation will be in place prior to the commencement of service.

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with the requirements in Section 4 of the General Terms and Conditions.

submit a statement that it is willing to abide by the terms of the applicable rate schedule, including the General Terms and Conditions. Shipper shall further state that it is willing to pay the maximum rate provided for under the applicable rate schedule. If Shipper is unwilling to pay such maximum willing to pay. Shipper's request shall not be deemed valid until the date on which Shipper and Transporter agree in writing on such lower rate.

mailing address and telephone number of the person designated by Shipper for purpose of nominating, confirming and scheduling.

including mailing address of Shipper, necessary for billing under Section 18 of the General Terms and Conditions.

Shipper shall provide (i) the names of the entities ultimately receiving the gas (except where the Shipper is an LDC, interstate pipeline, or intrastate pipeline purchasing the gas for its system supply), and (ii) verification that the end-users have executed sales contracts with Shipper which are dependent on the transportation service provided for in the applicable service agreement.

cost of building any lateral pipelines to Customers, except where Transporter determines that such construction or contribution is economically advantageous to Transporter or Transporter is obligated, pursuant to its agreements for service to its customers to seek requisite authorization to expand, enlarge or augment its existing lateral pipelines, where necessary, to meet the increased requirements of customers receiving service.

7. PRIMARY, SUPPLEMENTAL AND COMPREHENSIVE POINTS OF INTERCONNECT

receiving firm service may add or delete Primary receipt point(s) and request changes in Primary receipt point MDQs in accordance with and subject to the provisions of Sections 4, 5 and 6 hereof; provided, however,

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except for a permanent release under Section 14 of the General Terms and Conditions, any request by a Replacement Customer to modify Primary receipt points must include an affidavit by the Releasing Customer attesting to the Releasing Customer's agreement to such modification. In no event may the addition of a Primary receipt point under this provision result in the sum of all Primary receipt point MDQs exceeding the total service agreement MDQ.

- 7.2 Primary Delivery Points (Firm) - Only Shippers receiving firm service may add or delete Primary delivery point(s) or request changes in Primary delivery point MDQ's in accordance with and subject to the provisions of Sections 4, 5 and 6 hereof; provided, however, except for a permanent release under Section 14 of the General Terms and Conditions, any request by a Replacement Customer to modify Primary delivery points must include an affidavit by the Releasing Customer attesting to the Releasing Customer's agreement to such modification. In no event may the addition of a Primary delivery point under this provision result in the sum of all Primary delivery point MDQ's exceeding the total service agreement MDQ.
- 7.3 Supplemental Receipt and Delivery Point Service - In addition to the Primary receipt and delivery points available under Sections 7.1 and 7.2, all Shippers receiving firm service may access any point of receipt or delivery as a Supplemental receipt or delivery point on Transporter's system to the applicable firm service agreements. Shippers receiving service at Supplemental receipt and delivery points for all nominated services must elect to do so by nominating the quantities pursuant to Section 8 herein; provided, however, in no event shall Shipper schedule Primary and Supplemental quantities in excess of the applicable service agreement MDQ.
- 7.4 Comprehensive Receipt and Delivery Points (Interruptible) - All Shippers receiving interruptible transportation service will have access to all points of receipt and delivery on Transporter's

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order of any governmental body having jurisdiction. All the service agreements will have points added for this purpose and will have the same Valid Request Date for those points as if requested simultaneously on July 1, 1993, the effective date Mobile Bay's Order No. 636 Tariff. After July 1, 1993, additional receipt and/or delivery points thereafter made available by Transporter may be added to service agreements pursuant to the procedures set forth in Section 6 of the General Terms and Conditions. Any future new points added to Transporter's system will use the in-service date of the new receipt and/or delivery point to determine the Valid Request Date for that point when added to a service agreement; provided, however, that if a Shipper pays for the installation of the point facilities, that Shipper shall have a Valid Request Date determined by the date the Shipper pays for such point facilities. As new points become available, such points will be posted on the Transporter's Customer Electronic System.

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8. NOMINATIONS, CONFIRMATIONS AND SCHEDULING

management of Transporter's services. The cooperation of all of Transporter's Shippers and their participation in and compliance with these procedures is an essential element of Transporter's ability to manage services on its system in the best interest of all of its Shippers. The nomination, confirmation, and scheduling procedures provided herein shall be the basis of the confirmation, scheduling and allocation of services on Transporter's system. The sending party should adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline. Transporter will have personnel available to handle the nomination process seven (7) days a week, twenty-four (24) hours a day. Transporter personnel may not be at Transporter's office but will be available by telephone or beeper.

made via EDI or Transporter's Customer Electronic System provided by a Shipper to Transporter requesting specific quantities of gas to flow each day at specific points. The level of information required to define a nomination for communications purposes is a line item containing all defined components. The procedures provided herein are required for all services at all points, including requests for Authorized Overrun Transportation (AOT) service as described in Section 16 of the General Terms and Conditions.

(a) Nominations may be submitted to Transporter via EDI or via Transporter's Customer Electronic System. The standard nominations timeline should be as follows: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Transporter; 12:00 p.m. for quick response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point Operator (Central Clock Time on the day prior to flow). In the event that Transporter's or Shipper's electronic communication system should fail, nominations may be submitted via facsimile. The nomination shall include the appropriate five digit contract number and any other identifying number necessary to track and bill the transportation rate provided in the service agreement. Each nomination shall have a beginning and end date for flow which can be for any duration within the term of the applicable contract. All nominations shall be considered original

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nominations and shall be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

Nominated quantities shall be expressed in Dekatherm. If requesting overrun quantities, the transporting customer agrees to nominate the overrun volumes as a separate transaction.

nomination mode. Pathed and non-pathed nominations are required by this model to properly communicate nomination requests. Nominations under this model shall include the following data elements:

Requestors Contract, Beginning Date/Time, Ending Date/Time, Quantity, Quantity Type Indicator, Service Requestor ID, Transaction Type, Receipt Location, Delivery Location, Nominators Tracking Number.

(a) Bid Transportation Rate - needed to flow ITS with discounted commodity charges; otherwise maximum rate shall apply.

(b) Receipt rank; will default to 999 (lowest priority) if not supplied.

(c) Delivery rank; will default to 999 (lowest priority) if not supplied.

(d) Package ID - may be needed to make nominations unique between identical receipt and delivery locations.

Requestors Contract, Beginning Date/Time, Ending Date/Time, Quantity, Quantity Type Indicator, Service Requestor ID, Transaction Type, Receipt/Delivery Location, Up/Downstream Identifier, Nomination Tracking Number.

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(iv) Non-pathed nominations (other elements) -

(a) Up/Downstream Rank; will default to 999 (lowest priority) if not supplied.

(b) Up/Downstream Contract ID; may be needed to confirm receipt/delivery location.

day of gas flow.

for the following gas day.

will be scheduled after the nominations received by the nomination deadline as time allows, provided, however such nominations will not be scheduled to the extent that they would require interruption of any volumes nominated by the timely nomination deadline and scheduled by Transporter.

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commencement of service for a new "on behalf of" entity, then the Shipper should provide information identifying the "on behalf of" entity via facsimile prior to the confirmation deadline.

each contract for the remainder of the day at receipt or delivery points up to four (4) hours in advance of gas flow or such shorter time if determined to be operationally feasible by Transporter. Intra-day nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. Intra-day nominations may be used to nominate new supply or market. All nomination procedures that apply to regular nominations apply to intra-day nominations. This means that the process (excluding timelines) of quick response, confirming with upstream and downstream parties and scheduling, also applies to intra-day nominations. Intra-day nominations do not rollover (i.e., intra-day nominations span one day only). Intra-day nominations do not replace the remainder of a standing nomination. There is no need to renominate if an intra-day nomination modifies an existing nomination. All nominations, including intra-day nominations should be based on a daily quantity; thus, an intra-day nomination need not submit an hourly nomination. Intra-day nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intra-day nomination, if such term are not otherwise addressed in Transporter's contract or FERC Gas Tariff.

confirmed and scheduled for flows the remainder of the day, described in (e) above will be the quantities divided by the remaining hours in the day. The nomination provided for in (e) above will not be allowed if scheduling the nomination would interrupt any other Shipper's service or if there is no reasonable expectation by Transporter that the quantities can flow in the remainder of the day.

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be notified as soon as possible after information concerning such interruption is received. To the extent circumstances allow, Transporter will assist the Shipper in rescheduling gas flows. Subsequent to notification by Transporter of cessation of the interruption in service, Shipper must renominate as provided in this Section 8.

under Section 16 must be nominated and confirmed as provided in this Section 8.

have been confirmed with Transporter's Customer Service Department, pursuant to Section 8.3 below. A nomination submitted in accordance with Section 8.2 shall remain in effect for the period nominated unless otherwise specified or changed. The failure to provide a nomination for any day for a service requiring daily nominations shall be an election by Customer not to receive that service on that day.

requiring nominations shall be an election by Shipper not to receive service on such day. In no event shall Transporter accept a change in an allocation agreement or nominations if the change is for a day that has expired or there is not sufficient time for Transporter to make such change except as provided in (f).

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allocation agreement or nominations if the change is for a day that has expired or there is not sufficient time left in the day for Transporter, in its sole discretion, to make such change except as provided in (e) above.

non-discriminatory basis and with prior written notice to all affected parties, these nomination procedures to reasonably accommodate changes in its Operating environment.

However, the receiving party may relieve Transporter of its obligation to send such confirmation. Furthermore, Shippers and Operators are required to conform quantities of gas received or delivered at a point to those confirmed nominations.

Operator, Transporter shall confirm the lesser of the new nomination or the previous day's scheduled quantity. Transporter and Operator also may agree to automatically confirm nominated quantities if no communications is received from Operator.

shall provide Transporter's Customer Service Department with Shipper's address, telephone number, and facsimile machine number to be available twenty-four (24) hours a day, seven (7) days a week. Also, Shippers shall maintain the appropriate address, telephone number and facsimile machine number to be available twenty-four (24) hours a day, (7) days a week of all parties in the confirmation path to the affected Operator.

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period on each day, Transporter will evaluate all timely daily nominations in light of the estimated demand for higher prior services and capacity expected to be available on the ensuing day and will schedule nominated service levels first to firm services up to confirmed nominations, not to exceed any MDQ in the applicable service agreement. If for any reason there is not sufficient capacity available for firm service, the available capacity will be allocated among firm requests pro rata based on confirmed nominations, first to primary firm service, then to supplemental firm service. Next, Transporter will schedule any capacity which remains to interruptible services up to the level of available capacity on a first come, first served ("FC, FS") basis by the Valid Request Date of the underlying ITS Agreement as established pursuant to Section 6.1. In the event of lower than expected demand for higher priority services, or any other cause, Transporter determines on any service day that it is able to offer greater levels of service hereunder than had been scheduled, Transporter may offer such services on a FC, FS basis (by Valid Request Date) to the extent practicable to Shippers whose nominations had not been scheduled and then as AOT pursuant to Section 16. In the event there is not enough capacity available for all AOT services, the remaining available capacity will be allocated among AOT requests pro rata based on confirmed nominations. At the end of each Day, Transporter shall make available on the Customer Electronic System, or EDI, scheduled quantities including scheduled intra-day nominations and any other scheduling changes. Transporter will utilize the Customer Electronic System for scheduling communications with Customer unless the Customer has executed a Trading Partner Agreement to communicate scheduling matters via EDI.

Section 6 herein to provide the notification information set forth in this Section to Transporter. If Shipper designates another person to provide this information, Transporter shall be entitled to rely on the scheduling contact previously provided by Shipper unless and until Transporter receives written notice to the contrary.

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- 8.6 Shipper will comply with reasonable requests by Transporter for additional information to comply with the valid reporting or other requirements of the Commission or other regulatory agencies having jurisdiction.

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9. ALLOCATION PROCEDURES

points will be allocated on a monthly basis. For those agreed upon daily allocated points, Transporter will report the daily operational allocation within one business day after the end of the gas day using scheduled quantities if better data is not available. Delivery point allocations will be performed at the lowest level of detail provided by nominations. The time limitation for disputes of allocations will be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period (period in which a party may dispute the adjustment). The time limitation shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

allocation agreement (PDA) methods, as set forth in Sections 9.2 and 9.3, for allocating Measured Quantities all points on Transporter's system, with the following exceptions:

Operator or Shipper prior to gas flow, then the default allocation described in Section 9.8 will be used; and

by Transporter and an Operator, the Operational Balancing Agreement shall be used in lieu of other allocation methods except as provided in Section 9.11 herein.

confirmation should submit the PDA to Transporter after or during confirmation and before the start of the gas Day. Transporter shall accept GISB-approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation. Transporter shall send a quick response within fifteen (15) minutes of receipt confirming the receipt of such PDA.

the scheduled quantity is to be allocated to the Shippers nominating at the point. The PDA methods shall include ranked,

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parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation. Two welded parties shall agree on who submits a pre-determined allocation methodology and who allocates at the point before the gas flows.

and underages. Only one PDA allocation methodology can be applied per allocation period. The same standard allocation methodologies shall be available for use at all points. When the allocation method is rank, swing or percentage, a new allocation detail may be needed when a nomination changes.

to provide Transporter with a PDA as described herein. In the event any Shipper at a point fails to cause such information to be provided by Operator to Transporter, then the default allocation methodology described in Section 9.8 will be applied to all Shippers at the point. Shippers with multiple scheduled nominations at the point shall submit a PDA to Transporter for purposes of further allocation. The PDA methods shall include ranked, pro-rata, percentage, and swing, as such terms are used in the GISB standards. These methods will be available for the use at all points, subject to the tariff provisions in Section 9.1. Only one PDA allocation methodology can be applied per allocation period. If a Shipper having multiple scheduled nominations at a point fails to provide a PDA for purposes of further allocation then the default allocation methodology described in Section 9.8 will be used to allocate the Shipper's multiple nominations at the point.

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unreasonably withheld. Transporter's acceptance of the Operator or Shipper PDA is contingent on Transporter being able to administer the PDA. Transporter shall be entitled to rely exclusively on PDA in allocating gas at a point and the Operator and Shippers at the point hold Transporter harmless against actions taken and allocations made in reliance upon such PDA.

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- (1) Will be allocated to the confirmation path designated in the Operator PAA, as described in Section 9.5(a)(1). If multiple confirmation paths are designated, then quantities will be allocated pro rata based on confirmed nominations. Quantities allocated in excess of Confirmed Quantities that exceed Customer's MDQ shall be unauthorized quantities and subject to the charges and fees prescribed in Section 17 of the General Terms and Conditions. Quantities allocated in excess of Confirmed Quantities but equal to or less than the Customer's MDQ shall be treated as an imbalance and subject to the penalties in Section 13 of the General Terms and Conditions.
 - (c) Measured Quantities are Less Than Confirmed Quantities - If Measured Quantities are less than Confirmed Quantities, then no Shippers shall receive quantities above their Confirmed Quantities. The Measured Quantities will be allocated first to the confirmation paths with the highest priority, as designated in the Operator PAA. If any Measured Quantities remain, such quantities will be allocated to the next highest priority confirmation path, and this process will continue until Measured Quantities equal allocated quantities. If there are multiple confirmation paths with the same priority, then a pro rata allocation up to Confirmed Quantities will be used. Allocated Quantities less than Confirmed Quantities shall be treated as an imbalance and subject to the penalties in Section 13 of the General Terms and Conditions.
 - (d) The quantities allocated to each confirmation path at each meter station for the day shall be the Confirmation Path Allocated Quantity ("CPAQ").
- 9.7 Further Allocation Pursuant to the Shipper PAA -If a Shipper has multiple scheduled nominations at an SLN and has provided a timely PAA, then the CPAQ, as determined in Section 9.6(d), will be further allocated to scheduled nominations as follows:

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the Operator prior to gas flow, a default allocation ("DA") will be used as follows:

Quantities equal scheduled quantities, then all Shippers will receive their scheduled nominations.

Quantities exceed scheduled quantities, then quantities initially will be allocated as provided in Section 9.8(a) above. Any excess quantities will be allocated pro rata, based on scheduled nominations. Quantities allocated in excess of scheduled quantities that exceed Customer's MDQ shall be unauthorized quantities and subject to the charges and fees prescribed in Section 17 of the General Terms and Conditions. Quantities allocated in excess of scheduled quantities but equal to or less than the Customer's MDQ shall be treated as an imbalance and subject to the penalties in Section 13 of the General Terms and Conditions.

Measured Quantities are less than scheduled quantities, then no Shippers will receive quantities above their scheduled nominations. The Measured Quantities initially will be allocated to firm service pro rata based on scheduled nominations. Next, quantities which remain will be allocated to firm supplemental service based on scheduled nominations. If any Measured Quantities remain, such quantities will be allocated pro rata to all scheduled

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Allocated quantities less than scheduled quantities shall be treated as an imbalance and subject to the penalties in Section 13 of the General Terms and Conditions.

the allocation procedures described in Sections 9.2 through 9.8 when an Operational Balancing Agreement has been executed.

this Tariff, the default allocation methodology described in Section 9.8 shall be used.

subject to the applicable penalties in Section 17 of the General Terms and Conditions.

allocation statement prepared after gas flow.

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10. GAS INDUSTRY STANDARDS BOARD ("GISB")

Transporter's tariff meets or exceeds all the Business Practices and Electronic Communication Standards which were required by the Commission in 18 CFR 284.10(b) in accordance with Order No. 587 issued July 17, 1996. Transporter is hereby incorporating GISB Version 1.2 of the definitions and/or standards described below:

Number	Definition/Standard
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1.2.2	All trading partners should accept all GISB standard data elements. Usage should be characterized as either mandatory, conditional, sender's option, business conditional, and mutually agreeable.
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Mandatory (M) means that the data element (information) must be supplied in the transaction.

Conditional (C) means that the presence of data in a field is determined by the presence or lack of data in another field within the transmittal or related data sets.

Sender's option (SO) means that this element is optional for the sender to send and, if sent, the receiver should receive and process.

Business conditional (BC) means that the data element is based on current variations in business practice. The business practice will be described herein, with an example. Over time, GISB expects that as business practices are standardized, elements will move out of this category. Business Conditional elements which are not supported/required by the receiver will be acknowledged in the response document with a warning message code indicating that the data elements was ignored by the receiver.

Mutually agreeable (MA) means that the data element is mutually agreed to between trading partners. It must be presented to GISB for technical implementation. It does not, by its definition, create a GISB standard business practice. Usage of this element in no way can be mandated for inclusion by either trading partner in order to achieve a level of service.

1.2.3 Pooling is: (1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or (2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points.

1.2.5 A package ID is a way to differentiate between discrete business transactions.

1.3.15 When the fuel reimbursement method is in-kind, the results of the fuel reimbursement calculation for the nomination process should be rounded to the nearest dekatherm or Gigajoule (Canada).

1.3.16 Where fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be (1-fuel %/ 100) multiplied by receipt quantity = delivery quantity.

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(Continued)

1.3.17 If requested by a shipper or supplier on a transportation service provider's system, the transportation service provider should offer at least one pool.

1.3.18 Deliveries from receipt points should be able to be delivered directly into at least one pool and delivery points should be able to receive quantities from at least one pool, excluding non-contiguous facilities.

1.3.23 Ranking should be included in the list of data elements. Transportation service providers should use service requester provider rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules.

1.3.24 When used, Package ID should be supported for nominating, scheduling, confirming, allocating, and invoicing (sales and purchase), and not required for transportation invoicing.

1.3.25 Use of the Package ID is at the discretion of the service requester, and if sent, should be accepted and processed by the service provider.

1.3.27 The key should be composed of: service requester contract (Service Agreement), transaction type, upstream party, upstream contract (when applicable), receipt location (as applicable), downstream party, (as applicable) downstream contract (when applicable), delivery location (as applicable), package ID, capacity type indicator (where mutually agreed), service provider activity code (where mutually agreed). Upon receipt by a service provider from a service requester of a transaction whose key elements match those previously received by the service provider from the service requester, the service provider should then process the begin date/time and end date/time consistent with the intentions of the standard 1.3.7 and then process the rest of the transaction's data elements consistent with the applicable standards to determine the business results. When data is not supplied (e.g. is not applicable, is not supported or is not mutually agreed upon) the pertinent portion to the key would be determined to be null.

1.3.28 For current in-kind fuel reimbursement procedures, fuel rates should be made effective only at the beginning of the month.

1.3.29 For in-kind fuel reimbursement methods, Service Providers should not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth.

1.3.30 For in-kind fuel reimbursement methods, Service Providers should provide, if applicable, a fuel matrix for receipt and delivery point combinations. The Service Requesters should not be responsible for calculating and totaling fuel based on each zone or facility traversed.

1.3.31 The transportation priority for fuel should be the same as the level of service as the transaction to which it applies.

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Fourth Revised Sheet No. 186 Fourth Revised Sheet No. 186 : Effective

Superseding: Superseding Third Revised Sheet No. 186

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(Continued)

- 1.3.34 Notice procedures of operational flow order conditions should be clearly defined in tariffs.
- 1.4.1 GISB Nomination
- 1.4.2 GISB Nomination Quick Response
- 1.4.3 GISB Request for Confirmation
- 1.4.4 GISB Confirmation Response
- 1.4.5 GISB Scheduled Quantity
- 1.4.6 Scheduled Quantity for Operator
- 2.2.1 An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect.
- 2.3.1 PDA data elements should be standardized.
- 2.3.22 The responsibility for calculation and reporting of allocated quantities should rest with the party responsible for accepting GISB allocation types. The party receiving nominations should provide allocation statements.
- 2.3.23 As a minimum, allocations should be provided by both contract and location.
- 2.3.25 The data elements should accommodate multi-tier allocations. If a transportation service provider chooses to support multi-tier allocations or already accepts multi-tier allocations, the data elements should accommodate it.
- 2.3.31 No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.
- 2.4.1 GISB Pre-determined Allocation
- 2.4.2 GISB Pre-determined Allocation - Quick Response
- 2.4.3 GISB Allocation Statement
- 2.4.4 GISB Shipper Imbalance
- 2.4.5 GISB Measurement Information Statement
- 2.4.6 Measured Volume Audit Statement
- 3.3.6 Transaction at pooling points should not be consolidated for billing purposes.
- 3.3.7 Clearly identify transfer imbalances as separate charge types.
- 3.3.8 On accuracy of invoice information, calculations need to be mathematically accurate.
- 3.3.11 Information provided with (sales and transportation) invoices should be consistent with information previously provided by the billing party, as updated for changes for settlement.
- 3.3.12 All statements should be standardized to the same level of detail. The specific minimum level of detail on invoice, remittance and statement of account should be guided by the development of the data elements.
- 3.4.1 GISB Transportation/Sales Invoice
- 3.4.2 GISB Payment Remittance
- 3.4.3 GISB Statement of Account

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Substitute Second Revised Sheet No. 186A Substitute Second Revised Sheet No. 186A : Effective

Superseding: First Revised Sheet No. 186A

GENERAL TERMS AND CONDITIONS

(Continued)

4.3.1 By 4/1/97, all parties sending and receiving data should accept a TCP/IP connection. At a minimum, sending and receiving parties should designate an internet address as a designated site for the receipt and delivery of GISB standardized data sets subject to the successful completion of pilot testing by 1/1/97 to ensure that security, performance (within GISB standard data transmission time), and reliability are acceptable. The GISB data file format should be utilized. The Future Technology Task Force should determine the direction of outstanding issues such as security, archiving, receipt notification, etc., by 7/1/96.

4.3.2 On time stamping, data leaves control of originator by same time (deadline) regardless of mechanism (3rd party service provider time stamp is acceptable) and 15 minutes of communication time should be available to allow accumulation of all transactions to the pipeline. A standard network protocol (TCP/IP) should be in service for direct connect to the pipeline designated site by 4/1/97.

4.3.3 Originating party is any system originating/creating the document reflecting the transaction to be submitted (this could also include third-party service provider or transportation services provider's EBB). Within the 15-minute window the transaction should be received by the receiving party. Errors in transmission shall be governed by the terms and conditions of the trading partner agreement between the parties. The receiving party may also waive the 15-minute window requirement at its own discretion.

4.3.5 Documents that are made available on the Transportation Service Provider's designated site should be downloadable on demand in a GISB specified electronic structure.

4.3.6 By August 1, 1997 Transportation Service Providers should establish a HTML page(s) accessible via the Internet's World Wide Web. The information that is currently provided should be posted as follows:

- 1) Notices (critical notices, operation notices, system wide notes, etc.)
- 2) FERC Order No. 566 affiliated marketer information. (affiliate allocation log, 24 hr. discount postings, etc.)
- 3) Operationally available and unsubscribed capacity
- 4) Index of customers
- 5) Transportation Service Provider's tariff (Terms, conditions and rates), or general terms and conditions.

and

Transportation Service Providers should make all pertinent EBB functions and information available via the Internet or via the technology recommended by GISB within a reasonable amount of time after each function or information has become standardized as appropriate by GISB

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Original Sheet No. 186A Original Sheet No. 186A : Superseded

Superseding: GENERAL TERMS AND CONDITIONS

(Continued)

4.3.07 At a minimum, the designated site should be accessible via the public Internet. This specifically does not preclude location of the designated site on a private intranet as long as the designated site is accessible via the public Internet. ver 1.1

4.3.08 The minimum acceptable protocol should HTTP. All sending and receiving parties should be capable of sending and receiving using HTTP. ver 1.1

4.3.09 There is a time stamp (HTTP Time-stamp) that designates the time that a file is received at the designated site. The receiving party must generate a time-stamp upon successful receipt of the complete file and send as an immediate response to the sending party. The time-stamp will be generated by Common Gateway Interface (CGI) of the receiving party, prior to further processing by the CGI. ver 1.1

4.3.10 The time-stamp will be included in the HTTP response back to the sender of the original HTTP transaction. It is recommended that the server clock generating the time-stamp be synchronized with the National Institute of Standards and Technology (NIST) time in order to mitigate discrepancies between the clocks of the sender and receiver. ver 1.1

4.3.11 The HTTP response will be sent to the sending Internet Protocol (IP) address. Other response documents will be returned to the official designated site defined in the Trading Partner Agreement. ver 1.1

4.3.12 As a minimum, within a trading partner agreement, one designated site for receipt should be identified for each trading partner. That site should be identified by a specific Uniform Resource Locator, (URL). This does not preclude multiple designated sites being mutually agreed to between trading partners. ver 1.1

4.3.13 The sender will make three attempts to complete a unit of work. After three failed attempts, it will be considered a failure. ver 1.1

Second Revised Sheet No. 187 Second Revised Sheet No. 187 : Effective
Superseding: Substitute First Revised Sheet No. 187
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(Continued)

and

Within a reasonable amount of time, all EBB information, functions and transactions should be achieved via one mode of communications. Information and functions should remain available through existing systems until one mode of communication is available. Implementation timelines for this activity would be determined during the 1997 annual planning activities held in 1996.

4.3.7 At a minimum, the designated site should be accessible via the public Internet. This specifically does not preclude location of the designated site on a private intranet as long as the designated site is accessible via the public Internet.

4.3.8 The minimum acceptable protocol should HTTP. All sending and receiving parties should be capable of sending and receiving using HTTP.

4.3.9 There is a time stamp (HTTP Time-stamp) that designates the time that a file is received at the designated site. The receiving party must generate a time-stamp upon successful receipt of the complete file and send as an immediate response to the sending party. The time-stamp will be generated by Common Gateway Interface (CGI) of the receiving party, prior to further processing by the CGI.

4.3.10 The time-stamp will be included in the HTTP response back to the sender of the original HTTP transaction. It is recommended that the server clock generating the time-stamp be synchronized with the National Institute of Standards and Technology (NIST) time in order to mitigate discrepancies between the clocks of the sender and receiver.

4.3.11 The HTTP response will be sent to the sending Internet Protocol (IP) address. Other response documents will be returned to the official designated site defined in the Trading Partner Agreement.

4.3.12 As a minimum, within a trading partner agreement, one designated site for receipt should be identified for each trading partner. That site should be identified by a specific Uniform Resource Locator, (URL). This does not preclude multiple designated sites being mutually agreed to between trading partners.

4.3.13 The sender will make three attempts to complete a unit of work. After three failed attempts, it will be considered a failure.

4.3.14 The role of sender and receiver are defined in following table. The entire table defines a unit of work:

Client (Sender)	Server (Receiver)	CGI (Receiver)
	Listen for Connect	
Connect	Accept Connection	
Write	Read	Start of Receipt
Write	Read	
EOF (send)	Read	End of Receipt
Read (HTTP response)	Write (HTTP response)	
Received		
EOF (HTTP response)		

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Superseding: Superseding First Revised Sheet No. 188

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4.3.15 Trading partners should implement all security features (secure authentication, integrity, privacy, and non-repudiation) using a file-based approach via a commercially available implementation of PGP 2.6 or greater (or compatible with PGP 2.6). Trading partners should also implement basic authentication. This should be regarded as an interim solution since this technology is not an open standard. This technology supports all of the above security features while providing independence of choice of Web servers and browsers. Encryption keys should be self-certified and the means of exchange should be specified in the trading partner agreement.

4.3.16 The documents identified in GISB Standard 4.3.6 should be made available in HTML or RTF format.

5.2.1 Critical notices should be defined to pertain to information on transportation service provider conditions that affect scheduling or adversely affect scheduled gas flow.

5.3.9 If the transportation service provider requires amendments for each release, the transportation service provider should automate the process of amending contracts and this may be the subject of a global agreement between the parties.

5.3.10 Capacity Release service providers should support the upload of prearranged deals.

5.3.11 Replacement shipper initiates confirmations of prearranged deals electronically.

5.3.17 Transportation service providers should provide on request operationally available capacity separate from unsubscribed capacity.

5.3.18 System-wide notices should have a separate category for notices that are not critical.

5.3.21 On the bidding formats, the number of decimal places for offers, bids, and awards should be equal to the number of decimal places in the stated rates per pipeline rate schedule.

5.3.22 For less than maximum rate transactions only, converting daily rate to monthly rate is accomplished by multiplying the daily rate times number of days in rate period, dividing the result by number of months in rate period and taking the remainder out to 5 decimals places and rounding up or down to the transporter's specified decimal place. Converting a monthly rate to a daily rate is accomplished by multiplying the monthly rate by number of months in rate period; dividing the result by number of days in rate period and taking the remainder out to 5 decimals places and rounding up or down to the transporter's specified decimal place.

5.3.23 All tariff rates should be adjusted to reflect a standard calculation of daily and monthly rates.

5.3.25 A releasing shipper should not be able to specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.

5.3.26 Releasing shipper has the choice to specify dollars and cents or percents of maximum tariff rate in the denomination of bids, and all transportation service providers should support this. Once the choice is made by the releasing shipper, the bids should comport with the choice.

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Superseding: Superseding Original Sheet No. 189

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(Continued)

5.3.27 For purposes of bidding and awarding, maximum/minimum rates specified by the releasing shipper should include the tariff reservation rate and all demand surcharges, as a total number or as stated separately.

5.3.28 Release quantity should be expressed as a numeric quantity only.

5.3.29 Basis for released quantity should be per day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity.

5.3.30 The UPPD bidder confirmation and validation process should support the association of a replacement capacity contract with another contract for balancing or related purposes. The support for this process between parties should be on a mutually agreeable basis.

5.4.1 GISB Capacity Release - Firm Transportation and Storage - Offer

5.4.2 GISB Capacity Release - Firm Transportation and Storage - Bid Review

5.4.3 GISB Capacity Release - Firm Transportation and Storage - Award Notice

5.4.4 GISB Capacity Release - Replacement Capacity

5.4.5 GISB Capacity Release - Firm Transportation and Storage - Withdrawal

5.4.6 GISB Capacity Release - Electronic Withdrawal Upload

5.4.7 GISB Capacity Release - Upload to Pipeline of Prearranged Deal (UPPD)

5.4.8 GISB Capacity Release - UPPD - Validation

5.4.9 GISB Capacity Release - UPPD - Notification

5.4.10 GISB Capacity Release - UPPD - Bidder Confirmation

5.4.11 GISB Capacity Release - UPPD - Bidder Confirmation Validation

5.4.12 GISB Capacity Release - UPPD - Final Disposition

5.4.13 GISB Capacity Release - Operationally Available and Unsubscribed

Capacity

5.4.14 GISB Capacity Release - Upload of Request for Download of Postal Data Sets

5.4.15 GISB Capacity Release - Response of Upload to Request for Download of Posted Data Sets

5.4.16 GISB - System-Wide Notices

5.4.17 GISB - Notes/Special Instructions

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Original Sheet No. 205 Original Sheet No. 205 : Effective

GENERAL TERMS AND CONDITIONS
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11. DELIVERY OF TRANSPORTATION GAS FOR THE ACCOUNT OF SHIPPER

It is understood that gas delivered to Shipper, or for Shipper's account, at delivery point(s) may be delivered in a commingled stream and Transporter shall have the sole right to allocate that portion of the commingled stream to Shipper, or for its account, attributable to the transportation service provided under the Agreement.

12. OPERATING CONDITIONS

- (a) Upon request of Transporter, Shipper shall from time to time submit estimates of the daily, monthly, and annual quantities of gas to be transported under the applicable rate schedule, including peak day requirements, together with such other operating data as Transporter may require in order to plan its operations, to meet its system requirements, and to render adequate service to its customers. Shipper shall also keep Transporter's dispatcher and gas control personnel informed on a daily basis of its nominations of gas to be delivered or redelivered at each point of receipt and delivery and other operating information as provided in Section 8 hereof.
- (b) Shipper is responsible for ensuring that receipts conform to deliveries each day. To the extent Shipper does not ensure that quantities are nominated, confirmed and scheduled such that receipts conform to deliveries, then Transporter will change the confirmations with Operators and will change the scheduled quantities to conform receipts to deliveries. If during the month Shipper has created an imbalance by failing to conform its receipts to deliveries, then Shipper may nominate receipts within a 10% tolerance of deliveries to clear imbalances for the remainder of the month. Shipper will be required to nominate, confirm and schedule quantities to clear an imbalance in uniform daily quantities as practicable when Transporter has capacity or as otherwise required by an Operational Flow Order.

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Original Sheet No. 206 Original Sheet No. 206 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

- (c) It shall be Shipper's responsibility each day, whether or not delegated to an agent of Shipper, to cause gas to be delivered to Transporter as scheduled at receipt points and/or cause gas to be taken from Transporter at delivery points in accordance with scheduled quantities. In the event that Shipper fails to comply with this requirement, Shipper may prospectively schedule the aggregate of the difference between the scheduled and allocated quantities at each point as prescribed in paragraph (b) above.
- (d) It shall be Shipper's responsibility to cause gas to be delivered at each receipt point on a uniform hourly rate, "as practicable" in accordance with the information supplied to Transporter's dispatcher or other personnel. Shipper shall inform Transporter as soon as possible of any discrepancy between such information and actual deliveries.
- (e) Shipper shall make all necessary arrangements with other parties at or upstream of each receipt point(s), and such arrangements shall otherwise meet the terms and conditions of this FERC Gas Tariff. Such arrangements shall be coordinated with Transporter's Customer Service Department.
- (f) Transporter shall not be required to provide for service unless all facilities necessary to render the requested service exist and are in good operating condition.
- (g) Transporter shall deliver to Shipper "equivalent quantities", as defined in the General Terms and Conditions, based on the quantities nominated by Shipper on that day except that Transporter may conform such quantities to the quantities actually delivered by Shipper at the receipt points to the extent possible.
- (h) Shipper shall cause gas to be delivered at the point of receipt at a pressure sufficient to allow the gas to enter Transporter's pipeline as such pressure shall vary from time to time, but not in excess of Transporters maximum allowed operating pressure.

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- (i) Shipper must provide Transporter with all information required for Transporter to comply with the Commission's reporting regulations.
- (j) Transporter shall not be required to perform service on behalf of any Shipper that fails to comply with any and all of the terms of the applicable rate schedule, Service Agreement and the General Terms and Conditions.
- (k) Transporter shall deliver gas at each delivery point to or for the account of Shipper at the pressure which shall be available from time to time in Transporter's pipeline after required measurement, flow control, and/or regulation.
- (l) Impairment of Deliveries - Service may be interrupted or curtailed for reasons of force majeure or due to any other scheduled routine repair, and maintenance to be reasonably determined by Transporter, and Transporter shall give Shipper notice where practical of such interruption or curtailment. Without limitation of the foregoing, Shipper shall have the right to equitably reduce receipts or deliveries of natural gas on any day below the MDQ to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other production, gathering, and transmission facilities and equipment or due to facility maintenance or freeze offs.

In the event on any day Transporter is unable to receive for transportation or deliver the total MDQ of any Shipper receiving service under Rate Schedule FTS, then the system capacity which is available for firm transportation shall be in accordance with the priorities set out in Section 19 hereof.

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flows exceed the allowed variance from uniform hourly rates, then Pipeline, after providing notice to Shipper and Operator, will:

can no longer confirm the quantities or the Shipper cannot provide a revised nomination which can be confirmed;

physical controls available to Transporter; or

Operational Flow Order as described in Section 12(n), below.

conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Transporter's system or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order. The declaration to the affected parties of operational flow orders, critical periods, and/or critical notices shall describe the conditions and the specific responses required from the affected parties. No fees will be assessed for actions taken by a Customer in compliance with an OFO. Transporter will provide notice of an OFO at least eight (8) hours prior to the action required by the OFO or such shorter time as required to protect the operational integrity of the pipeline. The notice of an OFO will be posted on Transporter's Customer Electronic System followed by notification by telephone to the Customer's dispatch number, and written confirmation will be sent to Customer's facsimile machine number. Notice of all OFOs together with the explanation for its issuance will be sent to the Commission within 48 hours of issuance by over-night mail or facsimile. The notice of an OFO will state the grounds for the issuance, the action required to be taken by Customer and when the Customer must comply with the order.

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Original Sheet No. 209 Original Sheet No. 209 : Effective

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The circumstances under which Transporter may issue an OFO include but are not limited to:

- (i) The occurrence of an event of force majeure as defined in Section 20 of these General Terms and Conditions. An order pursuant to this provision shall be canceled upon termination of the inability that caused the force majeure event.
- (ii) Normal maintenance of the system including replacement of pipelines or portion thereof, installation of taps, or any other similar actions affecting the capacity of any portions of Transporter's system. An order pursuant to this provision will contain an estimate of the duration of such planned maintenance and shall be canceled upon its completion.
- (iii) The pressure on the system or portion thereof reaches a pressure that threatens the physical integrity of the system. An order pursuant to this provision shall be canceled when the physical integrity of the system is no longer threatened.
- (iv) Maintenance of line pack.
- (v) Any other event or action which Transporter in its reasonable judgment believes is necessary to preserve the integrity of Transporter's physical system or any portion thereof, the maintenance on a operationally sound basis of total system deliverability, the quality of gas delivered and/or the enforcement of any provision of this Tariff.

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GENERAL TERMS AND CONDITIONS
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Any Customer failing to comply with an OFO shall be subject to the OFO fees, described in Section 17(d) of these General Terms and Conditions, in addition to any other applicable fees prescribed in these General Terms and Conditions. The Customer shall also be responsible for any and all damages resulting from its failure to follow the OFO and Customer shall hold harmless and indemnify Transporter from all damages resulting from Customer's failure to comply with an OFO.

The actions Transporter may direct a Shipper to perform pursuant to an OFO include but are not limited to:

- (i) Compliance with the terms and conditions of Transporter's tariff; and
 - (ii) Increasing or decreasing receipts and/or deliveries to protect the operational integrity of the pipeline.
- (o) To the extent permitted by FERC regulations, an interruptible Shipper shall not lose its then current Valid Request Date if a rollover agreement is executed prior to the termination date of its then current agreement.
- (p) Payment by Shipper of the fees provided for in this Tariff shall not grant Shipper the right to tender or take such excess quantities or to continue such conduct for which such fees are paid, nor shall such payment exclude or limit any other remedies available to Transporter against Shipper including, but not limited to, the suspension of service.
- (q) Transporter and Shipper will notify each other of expected changes in either flow rates of daily tenders or takes of gas pursuant to applicable agreements or changes in pressures or

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changes as soon as known by either Transporter or Shipper so that the other may be prepared to meet or to adjust for such expected changes when, as, and if they occur.

13. IMBALANCE RESOLUTION PROCEDURES

eliminate end-of-month imbalances with a final resolution of such end-of-month imbalances by cash settlement with Transporter. Unless otherwise agreed, Transporter and Shipper shall settle in cash, by Shipper during the month, any net imbalance remaining between allocated receipt quantities and allocated delivery quantities. On or before the ninth Business Day of each month, Transporter will send Shipper a statement detailing the imbalance quantity by Shipper during the preceding month. Shipper will have until the last day of that month to correct the imbalance as follows:

imbalances among its contracts regardless of rate type. Shipper will have one imbalance that may be offset with other transportation Shippers regardless of rate type. Offsetting transactions under this paragraph will be allowed without an additional charge to any Shipper.

post at Shipper's request on the Customer Electronic System the Shipper's end of the month imbalances. After the period provided to the Shipper to correct any imbalance, Transporter shall provide an invoice credit

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(Continued)

an invoice charge for quantities that are over-delivered. An index price multiplied by a factor determined by the amount of the imbalance will be used as the purchase or invoice price.

price used in the calculation will be the arithmetic average of the prices per Dekatherm published each week under the headings: Columbia Gulf Transmission Co., Louisiana; Southern Natural Gas Co., Louisiana; Texas Eastern Transmission Corp., East Louisiana and Transcontinental Gas Pipeline Corp., Mississippi and Alabama; in the table entitled "Gas Market Report", as such prices appear in each issue of Inside FERC for the month in which the imbalance occurred.

an imbalance when actual allocated delivery quantities exceed actual allocated receipt quantities at the end of each month, Transporter will invoice transportation Shipper for such imbalance.

multiplying the imbalance by the index price determined above multiplied by each of the following factors for the applicable percentage range:

Factor	Imbalance Level
1.0	0% to 10%
1.25	above 10% to 15%
1.50	Greater than 15%

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Original Sheet No. 213 Original Sheet No. 213 : Effective

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The imbalance level will be calculated by dividing the imbalance by the scheduled delivery quantities.

- (2) The Shipper shall pay Transporter in accordance with Section 18 of Transporter's General Terms and Conditions.

- (D) Imbalance Due Shipper - In the event of an imbalance when actual allocated receipt quantities exceed actual allocated delivery quantities at the end of each month, Transporter will provide a credit on the invoice to the transporting Shipper.

- (1) Such credit will be calculated by multiplying the imbalance by the index price calculated above multiplied by each of the following factors for the applicable percentage range:

Imbalance Level	Factor
0% to 10%	1.00
above 10% to 15%	.75
Greater than 15%	.50

The imbalance level will be calculated by dividing the imbalance by the scheduled delivery quantities.

- (2) If the credit calculated above exceeds the total charges on the invoice, Transporter will deduct any previously unpaid amounts from prior invoices and pay Shipper on or before the 25th of the month.

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- (E) If an imbalance or any portion of an imbalance is a direct result of Shipper's inability to reconcile during the month due to issuance of Operational Flow Orders pursuant to Section 12, then the imbalance factor used in the calculation of the cash-out provision for that month will be 1.00.
- (F) Existing Imbalances - On July 1, 1993, the effective date of Mobile Bay's Order No. 636 Tariff, Transporter will transfer all imbalances into a balancing agreement for each Shipper or as otherwise agreed to between Transporter and Shipper. Imbalances will be cleared within one year from July 1, 1993 by a Shipper buying from or selling to other Shippers, pursuant to this Section 13.
- (G) Crediting of Revenue - On an annual basis Transporter shall credit to those Customers who did not incur a balancing penalty during the course of the year based on their transportation throughput during that calendar year any net revenues generated from that cash-in/cash-out program less the costs of administering the program.

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GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY REALLOCATION

mechanism pursuant to which a Releasing Customer can release all or part of its firm capacity back to Transporter for assignment to a Potential Customer or a Prearranged Customer that submits the "best bid" for the capacity of Releasing Customer and enters into a service agreement with Transporter. A Releasing Customer may release its firm capacity on Transporter only under this Section 14.1.

release capacity which is held pursuant to either subpart B or subpart G of Part 284 of 18 C.F.R.

firm rate schedule under this FERC Gas Tariff is permitted to release its firm capacity, in whole or in part, on a permanent or temporary basis, and on a firm or recallable basis; provided, however, such capacity may only be released to the extent and at such time as Transporter enters into a service agreement with a Replacement Customer.

Transporter

its Customer Electronic System for any Releasing Customer that desires to release any or all of its firm capacity (hereinafter referred to as the "Release Notice"). Such Release Notice shall include the following information:

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of recall. These terms of recall should include the methods and rights associated with returning the previously recalled capacity to the Replacement Customer. However, a Release Notice shall not include an evergreen clause as part of the stated term;

delivery point, expressed in Dekatherms;

obtain released capacity under the rates, terms and conditions set forth in the Release Notice;

demand surcharges expressed in dollars and cents or percent of maximum rate and restated on a volumetric basis if applicable;

economic standard to be applied in determining the "best bid", and methodology for breaking ties;

surcharges, applicable to the capacity being released;

period within which the Potential Customer must eliminate the contingency; and

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accepted and specifying the method to rank competing volumetric and reservation charge bids, if applicable.

releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission

will be posted on the Customer Electronic System upon receipt, unless Releasing Customer requests otherwise. If a Releasing Customer requests a posting time, Transporter shall support such request insofar as it comports with the standard timeline set forth in standard 5.3.2. Such posting shall remain on the Customer Electronic System until the expiration of the Bid Period; provided, however, Transporter shall not be required to post a Release Notice on the Customer Electronic System unless and until such complies with Section 14(B)(1). At any time prior to or during the Bid Period, the Releasing Customer may submit to Transporter a pre-arranged bid for capacity to be released, which pre-arranged bid shall be posted on Transporter's Customer Electronic System until the expiration of the bid period. A Potential Customer shall have the opportunity during the Bid Period to increase its bid through the Customer Electronic System. Revised bids shall supersede a prior bid by the Potential Customer. Revised bids may be submitted until the expiration of the Bid Period. A potential Customer may also withdraw a bid prior to the end of the Bid Period.

be binding until written or electronic notice of withdrawal is received by Transporter. A Releasing Customer may withdraw the released capacity at anytime prior to the close of the Bid Period where unanticipated circumstances justify and no minimum bid has been made.

posted on the Customer Electronic System by Customers or

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Transporter. All bids for released capacity shall be posted promptly upon receipt by Transporter. The information concerning each bid shall include the rate, the volume or capacity, the term of the bid and any other factors or conditions that accompanied the bid provided, however, that the name of the bidder shall not be disclosed. This procedure shall also apply to prearranged bids.

Releasing Customer may release eligible capacity to a Prearranged Customer for any period of 31 days or less without being subject to the prior notice and bidding requirements set forth in paragraph (B)(1) above; provided, however, the terms and conditions of such releases will be posted on the Customer Electronic System by 9:00 a.m. Central Clock Time on the day nominations are due. The Releasing Customer may elect to act as agent for the Prearranged Customer for purposes of nominations, confirmations, and billings. In such case, Releasing Customer shall notify Transporter of its agency relationship with the Prearranged Customer and provide in its release notice the terms and conditions of the agency relationship. If the Releasing Customer so elects to act as the Prearranged Customer's agent, the release transaction shall be deemed to begin upon notice to Transporter by the Releasing Customer of its election to act as the Prearranged Customer's agent. If the Releasing Customer does not elect to act as agent for the Prearranged Customer, the release transaction shall be deemed to begin only upon the execution of the appropriate service agreement between the Prearranged Customer and Transporter. In addition, if the Releasing Customer does not elect to act as agent for the Prearranged

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Customer shall be subject to the prepayment obligation specified in Section (E)(3); provided, however, the Prearranged Customer shall pay to Transporter only the appropriate portion of the monthly reservation charge to be credited to the Releasing Customer pursuant to Section (F)(2) herein. A Releasing Customer that releases capacity at less than the maximum rate may not re-release capacity to the same acquiring shipper at less than the maximum rate until twenty-eight (28) days after the first release period has ended unless the transaction is posted and subject to the bidding requirements set forth in paragraph (B)(1).

eligible capacity to a pre-arranged Customer for any period at the maximum rate without being subject to the prior notice and bidding requirements set forth in paragraph (b)(1). However, the terms and conditions of such releases shall be posted on the Customer Electronic System by 9:00 a.m. Central Clock Time on the day nominations are due.

all parties in the capacity release process provided that 1) all information is provided by the parties to the transaction is valid and the replacement customer creditworthy before the capacity release bid is tendered and 2) there are not special terms or conditions of the release.

method of determining economic value, then the "best bid" shall be determined by Transporter in accordance with paragraph (D) hereof from among the bids received. The procedures set forth in this section shall not apply to a prearranged Customer that agrees to pay the maximum rate for released capacity and agrees to all other terms and conditions of the release.

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minimum term, if any, set forth in the Release Notice.

period begins during which contingency is
eliminated, determination of best bid is made, and
ties are broken.

award is communicated.

subject to bid.

number. The contract is then executed and
nominations are possible for next day gas flow.

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more)

releases except that offers should be tendered by 1:00 p.m. Central Clock Time four (4) Business Days before the bidding period ends. The bidding period ends at 2:00 p.m., Central Clock Time on the Day before nomination are due.

bid evaluation methodology other than highest rate, net revenue or present value, the above timeline for evaluating bids and awarding capacity shall not apply. Transporter shall use the following timeline for non-qualifying releases:

	Term of Service	Bid
Period		
Hours	< 1 Month	24
Business Days	> 1 Month and < 3 Months	2
Business Days	> 3 Months and < 1 Year	5
Business Days	> 1 Year	10

determined by the bid process and has been tendered a service agreement as to the subject released capacity for execution, the Replacement Customer must execute the service agreement within two (2) business days of its tender by Transporter. If the Replacement Customer fails or refuses to execute the service agreement as required herein, Replacement Customer shall forfeit all right and entitlement to the subject released capacity and the Releasing Customer's release notice shall be withdrawn from the Customer Electronic System. In such case, if the Releasing Customer still desires to release any or all of the subject capacity, it must submit a new release notice for posting on the Customer Electronic System in accordance with all procedures and requirements of this Section 14.1.

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minimum conditions, Transporter shall rank the bids and award the capacity, best bid first, until all offered capacity is awarded.

Electronic System the winning bid(s) and the winning bidder'(s) name. The best bid information shall remain on the Customer Electronic System for ninety (90) days. Capacity Release historical data shall be made available on a consistent basis from Transporter; which shall provide for retrieval of open and closed offers during the FERC archival period. Once a service agreement is executed, service to the Replacement Customer may begin regardless of whether the winning bid has been posted on the Customer Electronic System.

standard for determining the "best bid", which standard shall be posted on the Customer Electronic System. Any economic standard for determining the "best bid" specified by a Releasing Customer must be objectively stated, applicable to all Potential Customers, and non-discriminatory. Releasing Customer shall indemnify and hold Transporter harmless from and against all demands, claims, causes of action and/or damages suffered or incurred by Transporter arising out of or related to any determination of a "best bid" pursuant to any economic standard specified, supplied, approved or provided by Releasing Customer. In the event the Releasing Customer does not specify a standard to be applied in determining the "best bid", Transporter will select the "best bid" based on the bid which generates the highest present value. The present value will be calculated using the following formula:

$$\begin{array}{ccccccc} \text{etc.} & \text{PV} & = & \text{CF1} & + & & \text{CF2} & + \\ & & & \frac{\quad}{(1 + i)^{(2-.5)}} & & & \frac{\quad}{(1 + i)} & \end{array}$$

bid and CF2 is the cash flow in year two of the bid. The calculation is made for each year of the bid. Transporter will use a discount rate equivalent to a fifteen percent (15%) pre-tax rate of return.

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described above, then the bid with the shortest term will be the "best bid". If the bids are identical, then the bid submitted first in time will be designated the "best bid".

Potential Customers and Prearranged Customers participating in this release program, and who otherwise comply with the provisions of this Section, access to the electronic bulletin board. Transporter, when requested by a Releasing Customer, may, but is not obligated to, take other action to market any released capacity. Transporter and Releasing Customer may execute a separate contract specifying the terms and conditions of actions to be taken by Transporter to market on behalf of a Releasing Customer any capacity which is released by such Releasing Customer. If multiple releases of capacity have occurred, each Releasing Shipper is responsible for the payments owed by its Replacement Shipper.

full force and effect during the period that capacity is released by Releasing Customer and held by Replacement Customer. Absent a permanent release of Releasing Customer's capacity, the Releasing Customer shall be liable to Transporter for its Replacement Customer's default for the unpaid reservation charges including interest. In the event there is a permanent release of Releasing Customer's capacity, Transporter will discharge Releasing Customer of liability. If Transporter discharges Releasing Customer of liability as a result of a permanent reallocation of Releasing Customer's capacity, abandonment of the service agreement between Transporter and Releasing Customer will be authorized.

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Customer's agent for purposes of nominations, confirmations and billings.

recall capacity, the notice to the Replacement Customer(s) and to Transporter shall be provided no later than 8:00 a.m. Central Clock Time on the day nominations are due. Partial Day recalls are prohibited. The Releasing Customer, when returning recalled capacity to the Replacement Customer, shall give Transporter and such Replacement Customer notice no later than 8:00 a.m. Central Clock Time on the day of nominations for which the capacity is to revert to the Replacement Customer. For purposes of the management of constraints analysis under Section 19 of the General Terms and Conditions and actions taken by Transporter pursuant thereto, capacity released by a Releasing Customer to a Replacement Customer pursuant to this Section and capacity retained by the Releasing Customer shall be treated as if the Releasing Customer retained all of such capacity.

contracting with Transporter, a Potential, Prearranged and/or Replacement Customer must satisfy Transporter's credit requirements as outlined in Section 4 of the General Terms and Conditions. Any party may seek pre-approval under Transporter's credit requirements and, upon satisfaction of such requirements, be placed on Transporter's approved bidders list; provided, however, no party, including, but not limited to, Releasing Customer, shall rely on any credit appraisal by Transporter of any Potential, Prearranged or Replacement Customer. Moreover, no Releasing Customer may establish a separate creditworthiness standard which differs from the one required by Transporter.

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provided, however a bidder may withdraw its bid prior to the close of the Bid Period of said bid by providing its withdrawal in written or electronic form to Transporter. If a bidder withdraws a bid it is precluded from submitting a lower bid for the released capacity. If a bid is submitted contingent upon capacity being available on another pipeline and Transporter is notified in writing of such contingency at the time the bid is submitted, such bid shall not be binding unless and until the contingent pipeline capacity is obtained by the bidder no later than 24 hours following notification of the "best bid". A Releasing Customer may accept a contingent bid even if the contingency extends beyond the term of the bid period. The Releasing Customer shall state in its release notice the period of time within which the contingency must be eliminated. If the Potential Customer fails to eliminate the contingency within the prescribed timeframe the capacity shall be awarded to the next highest bidder.

Replacement Customer that does not receive the amount of capacity that it requested may reject the capacity awarded. Upon determination of the "best bid", the Replacement Customer shall pay to Transporter an amount equal to one (1) month's prepayment of the reservation charge based on the Replacement Customer's bid. Upon determination of the "best bid", the Replacement Customer shall pay Transporter an amount equal to one (1) month's prepayment of the reservation charge based on the Replacement Customer's bid. A Replacement Customer shall be subject to all provisions of this FERC Gas Tariff. In addition, a Replacement Customer may release its capacity pursuant to and subject to the requirements, procedures and obligations of this Section.

Transporter, at the request of Releasing Customer, takes

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addition to posting the information on the electronic bulletin board and contacts a Potential Customer which has not previously submitted a bid for the subject capacity for the purpose of obtaining a bid and such Potential Customer submits the "best bid".

reservation charge when Transporter bills the reservation charge to the Replacement Customer. The credit will be reflected on the Releasing Customer's invoice. In the event of default by the Replacement Customer, the Releasing Customer shall be billed only for the reservation charge including interest. Any monies received by Transporter from the Replacement Customer shall be credited first to the reservation charge and any applicable late charges. Each Releasing Customer is only responsible for the breaches of its Replacement Customer.

Releasing Customer that posts capacity for release upon Transporter's electronic bulletin board, (b) by a Potential or Prearranged Customer upon its submittal of a bid, and (c) by a Customer submitting a Capacity Request, as defined in paragraph (G) of this section, a cost based posting fee not to exceed \$25.00.

payment obligations under this tariff, the Releasing Customer shall have the right to recall the capacity, provided the default is not cured within fifteen (15) days of the receipt of a notice from the Releasing Customer to the Replacement Customer that default has occurred.

General Terms and Conditions who desires capacity may post a request for capacity (herein called "Capacity Request") on the electronic bulletin board pursuant to Section 27.7 of the General Terms and Conditions. Such Capacity Request shall be posted on the electronic bulletin board for a period no longer than one (1) month.

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15. RIGHT OF FIRST REFUSAL

- (a) Except as provided in this Section 15, Transporter's abandonment of transportation services is authorized upon the expiration of the term of the applicable service agreement.
- (b) Paragraph (a) of this Section does not apply if the service agreement is for firm transportation for a term of one year or more and the firm Shipper:
 - (1) timely exercises any contractual right to continue such service; or
 - (2) exercises a right of first refusal in accordance with Section 15(c) through (i).
- (c) Transporter will issue a notice of termination no earlier than one (1) year or later than thirty (30) days prior to the service agreement's expiration date. If within fifteen (15) days of the issuance by Transporter of a notice of termination Shipper fails to provide written notice to Transporter that it wants to continue its firm transportation arrangement with Transporter, or any designated portion thereof, Shipper shall be deemed to have waived any and all rights to exercise a right of first refusal or to maintain, renew or continue the subject transportation arrangement, or undesignated portion thereof, with Transporter and abandonment by Transporter of the subject transportation arrangement shall be authorized upon the expiration of the

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fifteen (15) day period the firm Shipper provides written notice to Transporter that it wants to continue its transportation arrangement, or any designated portion thereof, Transporter shall post on the Customer Electronic System the following information:

terminating service agreement, or designated portion thereof;

agreement;

subject service agreement; and

Potential Customers, as determined by Transporter, which in no case shall be less than fifteen (15) days.

submission of bids, Potential Customers must satisfy Transporter's credit requirements as outlined in Section 4 of the General Terms and Conditions. All bids submitted shall be binding as to the Potential Customer upon receipt by Transporter; provided, however, where a bid is submitted contingent upon capacity being available on another pipeline and Transporter is notified in writing of such contingency at the time the bid is submitted, such bid shall not be binding unless and until the contingent pipeline capacity is obtained by the bidder no later than 24 hours following notification of the "best bid". Transporter may reject any bid which is less than the maximum rate Transporter is authorized to charge, and for a term not agreeable to Pipeline.

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- (e) After the close of the bid period, Transporter shall review all valid bids received from Potential Customers to determine which bid is the "best bid". For purposes of this Section, Transporter shall select the "best bid" based on the bid which generates the highest net present value. Net present value will be calculated using the formula set forth in Section 14.1(D). If two or more bids are equivalent based upon the "best bid" criteria described above, then the bid with the shortest term will be the "best bid". If the bids are identical, then the bid submitted first in time will be designated the "best bid".
- (f) The deadline for Shipper to match the "best bid" shall be 4:00 p.m., Central Time, on the following days: the tenth (10th) business day, for a "best bid" with a term less than one (1) year; the twentieth (20th) business day, for a "best bid" with a term equal to or greater than one (1) year and less than five (5) years; and the thirtieth (30th) business day, for a "best bid" with a term equal to or greater than five (5) years, from the date Shipper is notified by Transporter of the terms of the "best bid". In the event Shipper fails or refuses to match the "best bid" within the applicable period, the right of first refusal provided by this Section shall expire and Shipper shall be deemed to have waived any and all rights to exercise such right of first refusal or to retain, renew or continue the subject transportation arrangement with Transporter and abandonment of the subject transportation arrangement by Transporter shall be authorized upon the expiration of the subject service agreement.
- (g) In order to match the "best bid", the Shipper must agree to match the highest rate bid, up to the maximum rate that Transporter may charge the Shipper's class for the particular capacity. In no event will Shipper be required to match a contract term in excess of twenty (20) years.
- (h) In the event the Shipper does not match the "best bid", Transporter shall enter into a service agreement with the Potential Customer making the "best bid". In the event the firm

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Shipper matches the "best bid", Transporter shall enter into a new service agreement with the firm Shipper under the terms of the "best bid".

- (i) In the event Transporter does not receive any valid bids, as described in subsection (d) hereof, from Potential Customers, after the expiration of the subject service agreement, Transporter shall continue to provide service to the Shipper at the maximum rate Transporter may charge such Shipper or under such terms and conditions as Transporter and Shipper may mutually agree. If Transporter and Shipper fail to mutually agree upon terms and conditions for and execute a new service agreement within thirty (30) days after the expiration of the subject service agreement, Transporter's service obligation to Shipper shall cease and abandonment of the subject service agreement shall be authorized upon the expiration of said thirty (30) day period; provided, however, if Shipper agrees to pay the applicable maximum rate prior to expiration of said thirty (30) day period, Shipper shall be entitled to continued service by Transporter and may select the term for the new service agreement.

16. AUTHORIZED OVERRUN TRANSPORTATION

Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any day, quantities of natural gas in excess of Shipper's MDQ under the applicable service agreement when, in Transporter's reasonable judgment, the capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations. Deliveries pursuant to such Authorized Overrun Transportation (AOT) shall be subordinate to all other firm and interruptible services. Shipper shall pay transporter the applicable rate for AOT as set out on Sheet No. 4. Charges under Section 17 of the General Terms and Conditions shall only be applicable to discrepancies from the agreed quantities of AOT. Nothing herein shall affect the priorities specified in Section 19 hereof.

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17. CHARGES FOR UNAUTHORIZED TENDERS OR TAKES

order of Transporter in accordance with Section 19, Shipper shall pay Transporter a penalty of \$2.00 per Dekatherm for all tenders in excess of 110% of the quantities specified in the interruption order. Transporter shall specify such quantities to be interrupted in its order.

that Shipper is unable to take the appropriate quantities of gas due to the actions of Transporter after good faith attempts by the Shipper to do so.

penalty, the penalty shall not be suspended but the Shipper may seek a prompt resolution by the Commission of the dispute.

Operational Flow Order pursuant to Section 12(n) of the General Terms and Conditions, and Shipper tenders and/or takes quantities in violation of such Operational Flow Order, Transporter shall assess against Shipper, on a daily basis, a charge of \$25.00 per Dekatherm which is tendered or taken by Shipper in violation of such Operational Flow Order; provided, however, such charge will not be assessed to the extent compliance with an Operational Flow Order is beyond the Shipper's control and capability as described in Section 20 of the General Terms and Conditions. The issuance of and terms and conditions of an Operational Flow Order shall constitute notice of Transporter's right to assess a charge against Shipper for noncompliance with or violation of the Operational Flow Order by Shipper.

tenders unauthorized quantities of gas which exceed the Customer's MDQ, then such Customer shall pay an amount equal to the product of two hundred percent (200%) of the rate set forth in the applicable service agreement times the quantities taken in excess of MDQ.

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18. STATEMENT AND PAYMENT

each month a Shipper receiving gas from Transporter for rural consumers shall furnish, or cause to be furnished, to Transporter at such office as Transporter may designate, a statement, showing for the preceding month, if available, the following quantities of gas in Mcf and Dekatherm (tabulated separately by distribution area where applicable):

is less than or equal to fifty (50) feet from the point of delivery by Transporter, the quantity of gas delivered to such consumers shall be equal to the meter reading.

is more than fifty (50) feet from the point of delivery by Transporter, and for communities where neither Transporter nor Shipper maintains a town border meter, the quantity of gas set forth in the statement tendered by Shipper to Transporter shall be the total quantity delivered to such consumers by Shipper, plus an amount equivalent to five percent (5%) of such total quantity to cover unaccounted-for gas.

service agreement, Shipper shall furnish or cause to be furnished to Transporter, if necessary for billing purposes, on or before the fifth (5th) day of each month, a statement showing the quantity in Mcf and Dekatherm of gas delivered during the preceding month at each point designated in such service agreement.

or within the invoice, and the transportation invoice shall be prepared on or before the ninth (9th) business day after the end of the production month. Rendered is defined as post marked, time-stamped, and delivered to the designated site. Electronic invoices will use common codes as identified by GISB. Standard field name descriptors will be used on paper and electronic invoices. This consistency should cover all gas industry transactions. Unless otherwise agreed, invoices will state the net billing rate rather than the maximum discount tariff rate and the discount amount. Invoices will be based on actuals or best available data. Transportation, storage and sales transactions will be differentiated through charge codes on the invoice. Transportation, storage and sales invoices shall use the same electronic format. Quantities at points where OBAs exist will be invoiced based on scheduled quantities. Any

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If Customer requires addition data to verify the invoice or imbalance statement, Transporter will provide to Shipper on request, with timing of supporting documentation to follow the timing of flowing gas transactions.

designated bank account or by check and the funds shall be collected and available to Transporter within ten (10) calendar days after the postmark receipt of billing, except when such day is a Saturday, Sunday or bank holiday, in which case payment is due the following business day (hereinafter called Due Date), for service provided during the preceding month, and billed by Transporter for said month. For purposes of this section, the bill shall be deemed received by Shipper three (3) business days after being postmarked by the U.S. Postal Service, one (1) business day after being delivered to an overnight mail courier, or the same day transmitted by telegraph, telex facsimile, or such other generally accepted electronic means as Transporter may elect. All payments shall be identified by invoice number.

Transporter hereunder when the same is due, then interest thereon shall accrue at the current rate of interest on pipeline refunds established by the Commission from the date such amount is due until the same is paid. Transporter will notify Shipper of Shipper's failure to pay when timely due and allow Shipper twenty (20) days from the day of such notice to pay Transporter or to provide satisfactory assurance of payment in conformance with Section 4.3(b). Should Shipper continue to fail to pay Transporter the amount due or fail to provide satisfactory assurance for such payment, then upon notice to the Shipper and the FERC, Transporter may, thirty (30) days after such notice, suspend service to Shipper and seek payment of the amount due, plus interest as provided herein, in a court of competent jurisdiction or the FERC, as appropriate. If Shipper has provided satisfactory assurance for the amount due and continues to fail to make payment, then upon the expiration of forty-five (45) days, Transporter may exercise its rights under the assurance.

adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties other statutory or contractual rights shall not otherwise be diminished by this standard.

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Superseding: Superseding Substitute First Sheet No. 274

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To the extent an interconnecting party is contractually or statutorily permitted to process adjustments beyond the six month period above, Transporter shall be permitted to process such corresponding adjustments to Shippers. Such errors shall be adjusted even if the agreement has terminated. Prior period adjustments will be reported by production date on the invoice but they do not have to be invoiced separately by production month nor is each production month a separate paper invoice page. In the event Shipper, in good faith, disputes the amount payable in any statement or invoice furnished, Shipper shall pay the undisputed portion of the statement or invoice and shall, on or before the date payment is due, provide documentation identifying basis for the dispute, including a detailed explanation of the reasons for the dispute. Transporter and Shipper shall in good faith endeavor to resolve the dispute expeditiously. To the extent Shipper fails to pay any undisputed portion of the statement or invoice, the remedies available under Section 18.5 shall apply.

18.7 Access to Billing Data - Shipper and Transporter shall have the right to examine the books, records, and charts of the other party at all reasonable times to the extent necessary to verify the accuracy of any statement, charge, or computation made pursuant to the provisions of this Section 18; however, access shall, be limited to data applicable to the preceding twenty-four (24) month period.

18.8 Statement of Account - Transporter will provide a statement of account on request. Transporter will apply payments on the statement of account, including payments on prior period adjustments, if such information is given to Transporter in the remittance detail. The Statement of Account should report outstanding balances by invoice.

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19. CURTAILMENT OF SERVICE

If, on any day, Transporter determines that the capacity of its system, or portion(s) thereof, is insufficient to serve all transportation requirements scheduled for such day, or to accept the quantities of gas tendered, capacity which requires curtailment shall be curtailed so as to provide the service which is possible, with quantities being curtailed in the following manner: (1) First, Shippers under AOT service, described in Section 16, shall be curtailed to the extent necessary prorata based on nominations scheduled for all AOT service, (2) second, shippers under interruptible, ITS Rate Schedule shall be curtailed to the extent necessary on a last on, first off ("LO", "FO") basis by Valid Request Date; (3) third, Shippers under firm, FTS Rate Schedule shall be curtailed, as necessary, pro rata based on the Shippers' confirmed nominations up to MDQs with respect to all firm services. Transporter will provide Shipper with at least four (4) hours notice prior to any possible curtailment or such shorter time as required to protect the pipeline's operational integrity.

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20. FORCE MAJEURE

- 20.1 Effect of Force Majeure - In the event of either Transporter or Shipper being rendered unable by force majeure to itself or a necessary third party to wholly or in part carry out its obligations under the provisions of the Agreement, it is agreed that the obligations of the party affected by such force majeure, other than the obligation to make payments thereunder, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.
- 20.2 Definition of Force Majeure - The term "force majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts or other industrial disturbances, inability to obtain pipe or other material or equipment or labor, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or pipelines, and any other cause whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome. It is expressly agreed that in the event Transporter has arranged for third party transportation in connection with the Agreement, and such third party transporter asserts force majeure, such event of force majeure on the system of such third party shall constitute force majeure for all purposes of the Agreement.

Nothing contained herein, however, shall be construed to require either party to settle a strike against its will. Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability in the event of its concurring

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GENERAL TERMS AND CONDITIONS
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negligence or in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies relieve either party of liability otherwise unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.

21. POSSESSION OF GAS, TITLE AND RESPONSIBILITY

21.1 Shipper warrants for itself, its successors and assigns, that it, or any party for whom it is having gas transported, will at the time of delivery to Transporter for transportation have good title to or rights to transport all gas so delivered free and clear of all liens, encumbrances and claims whatsoever. As between Shipper and Transporter, Shipper shall be deemed to be in control and possession of the gas and responsible for and shall hold Transporter harmless of and from any damage or injury caused thereby until it shall have been delivered to Transporter at the Receipt Point(s), and while such gas is in facilities other than facilities owned or controlled by Transporter after which Transporter shall be deemed to be in control and possession of such gas only while such gas is in facilities owned or controlled by Transporter and until its delivery to Shipper, or for Shipper's account, at the Delivery Point(s), provided, however, that Transporter shall be responsible for delivering gas that meets the provisions of Section 2 hereof. While in such possession Transporter shall be responsible for and hold Shipper harmless of and from any damage or injury caused thereby, except for gas tendered by Shipper which fails to meet the provisions of Section 2 of the General Terms and Conditions, which gas shall be deemed, for purposes hereof, to remain in the possession and control of Shipper. Transporter shall have no responsibility with respect to any gas to be transported until it is received by Transporter, or on account of anything which may be done, happen or arise with respect to said gas before such receipt; and except as provided in the immediately preceding sentence, Shipper shall

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Original Sheet No. 322 Original Sheet No. 322 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

have no responsibility with respect to said gas after its receipt by Transporter, or on account of anything which may be done, happen or arise with respect to said gas after such receipt until its delivery to Shipper, or for Shipper's account, at the Delivery Point(s). The foregoing provisions of this paragraph shall not relieve either party from responsibility for acts of gross negligence of such party, its agents or employees.

21.2 Environmental Compliance

Customer shall be required to comply with all local, state and federal laws, rules and regulations relating to pollution or protection of the environment for all gas tendered to Transporter for the account of Shipper. Shipper shall indemnify and hold Transporter harmless from and against any demand, claim, loss, cost (including attorney's fees), damage, expense, action, suit, proceeding, judgment and liability by any person or federal, state, local, foreign or other governmental or administrative authority or agency, suffered or incurred by Transporter arising out of or related to Shipper's failure to comply with such local, state and federal laws, rules and regulations.

22. INDEMNIFICATION

Shipper will indemnify and save Transporter harmless from and against any and all suits, actions, causes of action, claims and demands arising from or out of any adverse claims by third parties claiming ownership of or an interest in the gas tendered for transportation under the Agreement.

23. STATUTORY REGULATION

It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matter related hereto. Should either of the parties, by force of any such

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FERC Docket: GT94- 18-000

Original Sheet No. 323 Original Sheet No. 323 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

law, order, rule or regulation, at any time during the term of the Agreement be ordered or required to do any act inconsistent with the provisions thereof, then for that period only during which the requirements of such law, order, rule or regulation are applicable the Agreement shall be deemed modified to conform with the requirement of such law, order, rule or regulation; provided, however, nothing herein shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate the Agreement under the terms and conditions thereof.

24. SUCCESSORS AND ASSIGNS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Shipper or Transporter shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement or any of the rights or obligations thereunder shall be made unless there first shall have been obtained the written consent thereto of the non-assigning party. Shipper or Transporter may pledge or assign their respective right, title and interest in and to and under the Agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of such trustee or trustees becoming in any respect obligated to perform the obligations of the assignor under the Agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any State in which performance of the Agreement may occur.

25. SHIPPER FACILITIES

To the extent Shipper is required to build facilities to interconnect with Transporter's system, such facilities shall be in conformance with regulations promulgated by the Department of Transportation, FERC and/or any other state or federal agency having jurisdiction, as applicable, and shall be subject to inspection and prior approval by Transporter.

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First Revised Sheet No. 324 First Revised Sheet No. 324 : Effective

Superseding: Superseding Original Sheet No. 324

GENERAL TERMS AND CONDITIONS

(Continued)

26. WAIVERS

hereunder or all or part of any obligations of Shipper on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

27. CUSTOMER ELECTRONIC SYSTEM

communication system that provides for the timely transfer of information between Transporter and its customers. The Customer Electronic System will be available on a nondiscriminatory basis to any party (the "User") that has compatible equipment for electronic communication, provided that such party has been assigned a user identification (Userid) and password, and executes a Service Agreement in the form prescribed in this tariff and agrees to comply with the procedures to use of the Customer Electronic System as prescribed in this and subsequent documents.

Electronic Bulletin Board (EBB) with on-line help, an interactive search function that permits Users to locate all information concerning a specific transaction, and menus that permit Users to access separately each record in the transportation log, notices of available capacity, and standards of conduct information. The Customer Electronic System will permit Users to electronically download certain file(s) in compliance with FERC requirements. Transporter will maintain and retain daily backup records of the information displayed on the EBB for three years and permit Users to review those records, which will be archived and reasonably accessible. Information on the most recent entries will appear ahead of older information. Transporter will periodically purge transactions from current EBB files when transactions have been completed. Information that has been purged from the EBB will be archived and will be available in hard copy for public inspection by appointment during regular business hours at Transporter's principal place of business for at least three years thereafter and will be made available in electronic format.

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FERC Docket: RP97-361-000

First Revised Sheet No. 325 First Revised Sheet No. 325 : Effective

Superseding: Superseding Original Sheet No. 325

GENERAL TERMS AND CONDITIONS

(Continued)

creation and the electronic submission of pipeline nominations. Periodic updates to receipt and delivery points are provided by Transporter. All contract service types are available through these services

viewing of best available volume information (nominated, confirmed, or scheduled) and allows point operators to effectively maintain communication with Transporter. Predetermined Allocation Agreement (PDA) priorities may be submitted via the Customer Electronic System.

viewing of volumes and contract activity to Users of the system. This information is made available in a timely and non-discriminatory manner to all Users of the system. The information that is available varies by customer service type and in compliance with all current FERC Orders on Electronic Bulletin Board Systems.

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Second Revised Sheet No. 326 Second Revised Sheet No. 326 : Effective

Superseding: Superseding First Revised Sheet No. 326

GENERAL TERMS AND CONDITIONS

(Continued)

(a) provide nominations pursuant to the applicable Rate Schedule and these General Terms and Conditions; (b) release capacity and submit a bid for released capacity in accordance with Section 14 of these General Terms and Conditions; (c) exercise a Right of First Refusal as an existing Shipper pursuant to Section 15 of these General Terms and Conditions or submit a bid as a Potential Shipper under such section; (d) post imbalances in accordance with Section 13 of these General Terms and Conditions; (e) request capacity in accordance with Section 14(G) of these General Terms and Conditions.

require that communication be in writing are satisfied if the Customer or Transporter utilize the electronic communication system in accordance with the procedures for use of the Customer Electronic System.

Effective Date: 02/01/1994 Status: Effective

FERC Docket: GT94- 18-000

Original Sheet No. 327 Original Sheet No. 327 : Effective

Original Sheet Nos. 327-348 of Mobile Bay Pipeline Company's FERC Gas
Tariff, Second Revised Volume No. 1, are hereby reserved for future use.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-155-001

First Revised Sheet No. 349 First Revised Sheet No. 349 : Effective

Superseding: Superseding Original Sheet No. 349

FIRM GAS TRANSPORTATION SERVICE AGREEMENT

PURSUANT TO SECTION 284, SUBPART "G" or "B"
between MOBILE BAY PIPELINE COMPANY, as PIPELINE, and
_____, as CUSTOMER

-----		-----	
Reference No.:	Contract No.:	Contract Date:	
-----		-----	
CUSTOMER Correspondence:	CUSTOMER Billing:	Primary Term: Beginning 9:00 A.M. on Thru 9:00 A.M. on -----	
Attn:	Attn:	Contract	
Telephone No.	Telephone No.	Maximum Daily Quantity (MDQ)	
Fax No.	Fax No.	Dekatherm -----	
		Contract Rate Type:	
-----		-----	
PIPELINE's Customer Service Dept:	Telephone No. (713) 229-5278	Fax No. (713) 229-4624	
CUSTOMER's Dispatcher:			

Primary Receipt Point(s):			
Station		Primary	
Location		Point (MDQ)	
Number	Description	(Dekatherm)	
-----	-----	-----	
(Additional Primary Receipt Points may be continued on Exhibit A which is hereby incorporated by reference.)			

Primary Delivery Point(s):			
Station		Primary	
Location		Point (MDQ)	
Number	Description	(Dekatherm)	
-----	-----	-----	
(Additional Primary Delivery Points may be continued on Exhibit B which is incorporated by reference.)			
(ALL POINTS ARE AVAILABLE AS SUPPLEMENTAL RECEIPT AND DELIVERY POINTS UP TO THE CONTRACT MDQ.)			

Special Provisions: Service hereunder is provided pursuant to Section 284 either Subpart G or B. Please indicate below as appropriate:			
Subpart G []	Service hereunder is subject to Section 284.223, Title 18, of the Code of Federal Regulations and may not exceed one hundred twenty (120) days unless the transportation arrangement herein provided has been authorized under the prior notice procedures of Section 157.205 of the Code of Federal Regulations, or		
Subpart B []	Service hereunder is subject to Section 284.101, Title 18, of the Code of Federal Regulations, and CUSTOMER must execute Exhibit C and the affidavits attached thereto, all of which are hereby incorporated by reference and made a part of this Agreement.		

THE STANDARD TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE ARE INCORPORATED HEREIN BY REFERENCE. IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.			

PIPELINE	Signature:	Title:	Date:
	Name:		

CUSTOMER	Signature:	Title:	Date:
	Name:		

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-155-001

First Revised Sheet No. 350 First Revised Sheet No. 350 : Effective
Superseding: Superseding Original Sheet No. 350

1. CONDITIONS OF SERVICE: Services provided hereunder are subject to and governed by the applicable rate schedule and the General Terms and Conditions of PIPELINE's current tariff, as may be revised from time to time, or any effective superseding tariff (Tariff) on file with the Federal Energy Regulatory Commission (FERC). The Tariff is incorporated herein by reference. In the event of any conflict between this Agreement and the Tariff, the Tariff shall govern as to the conflict. PIPELINE shall have the right to interrupt service under this Agreement to the extent permitted by the Tariff.

2. TRANSPORTATION QUANTITY: CUSTOMER may deliver or cause to be delivered to PIPELINE at the firm Primary Receipt Point(s) and Supplemental receipt point(s) and PIPELINE agrees to accept, at such point(s) for transportation hereunder, daily quantities of natural gas up to the Contract MDQ. PIPELINE shall redeliver Equivalent Quantities, as defined in the Tariff, to CUSTOMER at firm Primary Delivery Points provided herein, and at Supplemental delivery points as may be determined from time to time. Should CUSTOMER desire a change in the Contract MDQ, CUSTOMER shall notify PIPELINE in writing of the amount of the increase or decrease and of the date CUSTOMER desires the change to become effective. If PIPELINE advises it is not agreeable to the changed quantities of gas requested in CUSTOMER's notice, the Contract MDQ shall remain unchanged. The PIPELINE shall review CUSTOMER's request within thirty (30) days subject to the Tariff. Nothing herein shall require PIPELINE to install equipment or facilities.

3. QUALITY AND PRESSURE: The gas received and delivered hereunder shall be merchantable and of a quality sufficient to meet the standards in the Tariff. Gas delivered to PIPELINE shall be at a delivery pressure adequate to enter PIPELINE's facilities and such pressure shall not exceed the Maximum Allowable Operating Pressure.

4. TERM: This Agreement shall become effective as of 9:00 A.M. on the beginning Primary Term Date and continue as stated on the face hereof and month to month thereafter.

5. TERMINATION: Subject to Section 15 of the General Terms and Conditions of the Tariff, either party may cancel this Agreement effective as of the end of the Primary Term or any succeeding one (1) month period by giving written notice to the other at least thirty (30) days prior to the date on which cancellation is requested. Termination of this Agreement shall not relieve PIPELINE and CUSTOMER of the obligation to correct any volume imbalances hereunder, CUSTOMER to pay money due hereunder to PIPELINE or for money due hereunder to the other party.

6. TRANSPORTATION CHARGES: CUSTOMER shall be obligated to pay PIPELINE monthly for the service provided under this Agreement. CUSTOMER shall pay PIPELINE for any transportation of liquid hydrocarbons and liquefiabiles. CUSTOMER shall also pay PIPELINE a Fuel and Company Used Gas allowance in-kind, or in cash, as applicable, pursuant to the Tariff. Such charges are specified in the FTS Rate Schedule and/or the FTS Rate Sheet of the Tariff. PIPELINE may from time to time elect in writing to collect a rate lower than that specified in the FTS Rate Schedule of the Tariff. PIPELINE shall have no obligation to make refunds to CUSTOMER unless the maximum rate ultimately established by the FERC for the service covered hereby is less than the rate paid by CUSTOMER.

7. PAYMENTS: Payment shall be made in compliance with the Tariff. Payments by check shall be made to the remittance address indicated on PIPELINE's invoice. Payment by wire transfer shall be to a bank account designated by PIPELINE.

8. WAIVER: No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or different character.

9. APPLICABLE LAW: THE VALIDITY, CONSTRUCTION, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY LAWS OF THE STATE OF TEXAS APPLYING THE LAWS OF ANOTHER JURISDICTION.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-361-001

Second Revised Sheet No. 351 Second Revised Sheet No. 351 : Effective
Superseding: Superseding Original Sheet No. 351

10. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto. Except as provided in the General Terms and Conditions of the Tariff, neither party may assign, pledge or otherwise transfer or convey its rights, obligations or interests hereunder for any purpose without the prior written consent of the other party, which consent shall not unreasonably be withheld. Any assignment, pledge, transfer or conveyance in breach of this provision is voidable by the non-breaching party.

11. **FILINGS:** Each party shall make and diligently prosecute, all necessary filings with governmental bodies as may be required for the initiation and continuation of the transportation service subject to this Agreement, as well as inform and, upon request, provide copies to the other party of all filing activities. CUSTOMER shall reimburse PIPELINE for all incurred filing fees.

12. **NOTICES:** Routine communications shall be considered delivered when received by ordinary mail. Communications concerning scheduling, curtailments, and changes in nominations shall be made via EDI if the Customer has executed a Trading Partner Agreement with Transporter to communicate such transactions; otherwise, communications shall be made by the Customer Electronic System, or by fax in the event of failure of Transporter's or the Customer's electronic communication system. CUSTOMER's Dispatcher on the face hereof shall be the recipient on a twenty-four (24) hour basis of all notices regarding scheduling, curtailments, and changes in nominations. Either party shall immediately notify the other of any changes of the designated individuals or addresses herein.

Effective Date: 02/01/1994 Status: Effective

FERC Docket: GT94- 18-000

Original Sheet No. 352 Original Sheet No. 352 : Effective

Original Sheet Nos. 352-356 of Mobile Bay Pipeline Company's FERC Gas
Tariff, Second Revised Volume No. 1, are hereby reserved for future use.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-155-001

First Revised Sheet No. 357 First Revised Sheet No. 357 : Effective

Superseding: Superseding Original Sheet No. 357

INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT

PURSUANT TO SECTION 284, SUBPART "G" or "B"
between MOBILE BAY PIPELINE COMPANY, as PIPELINE, and
_____, as CUSTOMER

Reference No.:	Contract No.:	Contract Date:
CUSTOMER Correspondence:	CUSTOMER Billing:	Primary Term: Beginning 9:00 A.M. on Thru 9:00 A.M. on -----
Attn:	Attn:	Contract
Telephone No.	Telephone No.	Maximum Daily Quantity (MDQ)
Fax No.	Fax No.	Dekatherm -----
		Contract Rate Type:
PIPELINE's Customer Service Dept:	Telephone No. (713) 229-5278	Fax No. (713) 229-4624
CUSTOMER's Dispatcher:		

Receipt Point(s): COMPREHENSIVE

Delivery Point(s): COMPREHENSIVE

Special Provisions: Service hereunder is provided pursuant to Section 284 either Subpart G or B. Please indicate below as appropriate:

Subpart G []	Service hereunder is subject to Section 284.223, Title 18, of the Code of Federal Regulations and may not exceed one hundred twenty (120) days unless the transportation arrangement herein provided has been authorized under the prior notice procedures of Section 157.205 of the Code of Federal Regulations, or
Subpart B []	Service hereunder is subject to Section 284.101, Title 18, of the Code of Federal Regulations, and CUSTOMER must execute Exhibit C and the affidavits attached thereto, all of which are hereby incorporated by reference and made a part of this Agreement.

THE STANDARD TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE ARE INCORPORATED HEREIN BY REFERENCE. IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

PIPELINE	Signature: Name:	Title:	Date:
CUSTOMER	Signature: Name:	Title:	Date:

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-155-001

First Revised Sheet No. 358 First Revised Sheet No. 358 : Effective
Superseding: Superseding Original Sheet No. 358

1. CONDITIONS OF SERVICE: Services provided hereunder are subject to and governed by the applicable rate schedule and the General Terms and Conditions of PIPELINE's current tariff, as may be revised from time to time, or any effective superseding tariff (Tariff) on file with the Federal Energy Regulatory Commission (FERC). The Tariff is incorporated herein by reference. In the event of any conflict between this Agreement and the Tariff, the Tariff shall govern as to the conflict. PIPELINE makes no representation, assurance or warranty that capacity will be available on PIPELINE's system at any time. PIPELINE shall have the right to interrupt service under this Agreement pursuant to the Tariff.

2. TRANSPORTATION QUANTITY: CUSTOMER may deliver or cause to be delivered to PIPELINE at the Receipt Point(s) and PIPELINE agrees to accept, at such point(s) for transportation hereunder, daily quantities of natural gas up to the Contract MDQ. PIPELINE shall redeliver Equivalent Quantities, as defined in the Tariff, to CUSTOMER at Delivery Points provided herein. Should CUSTOMER desire a change in the Contract MDQ, CUSTOMER shall notify PIPELINE in writing of the amount of the increase or decrease and of the date CUSTOMER desires the change to become effective. If PIPELINE advises it is not agreeable to the changed quantities of gas requested in CUSTOMER's notice, the Contract MDQ shall remain unchanged. The PIPELINE shall review CUSTOMER's request within thirty (30) days subject to the Tariff. Nothing herein shall require PIPELINE to install equipment or facilities.

3. QUALITY AND PRESSURE: The gas received and delivered hereunder shall be merchantable and of a quality sufficient to meet the standards in the Tariff. Gas delivered to PIPELINE shall be at a delivery pressure adequate to enter PIPELINE's facilities and such pressure shall not exceed the Maximum Allowable Operating Pressure.

4. TERM: This Agreement shall become effective as of 9:00 A.M. on the Contract Date and shall continue for the Primary Term as stated on the face hereof and month to month thereafter.

5. TERMINATION: Either party may cancel this Agreement effective as of the end of the Primary Term or any succeeding one (1) month period by giving written notice to the other at least thirty (30) days prior to the date on which cancellation is requested. Termination of this Agreement shall not relieve PIPELINE and CUSTOMER of the obligation to correct any quantity imbalances hereunder, or CUSTOMER to pay money due hereunder to PIPELINE. In the event that CUSTOMER does not nominate and tender gas for transportation within ninety (90) days under this Agreement following the later of (i) the Contract Date or (ii) the completion date of any constructed facilities, either party may, in the absence of force majeure, terminate this Agreement by giving written notice of such termination to the other party.

6. TRANSPORTATION CHARGES: CUSTOMER shall be obligated to pay PIPELINE monthly for the service provided under this Agreement. CUSTOMER shall pay PIPELINE for any transportation of liquid hydrocarbons and liquefiabiles. CUSTOMER shall also pay PIPELINE a Fuel and Company Used Gas allowance, either in-kind or in cash, as applicable, pursuant to the Tariff. Such charges are specified in the ITS Rate Schedule and/or the ITS Rate Sheet of the Tariff. PIPELINE may from time to time elect in writing to collect a rate lower than that specified in the ITS Rate Schedule of the Tariff. PIPELINE shall have no obligation to make refunds to CUSTOMER unless the maximum rate ultimately established by the FERC for the service covered hereby is less than the rate paid by CUSTOMER.

7. PAYMENTS: Payment shall be made in compliance with the Tariff. Payments by check shall be made to the remittance address indicated on PIPELINE's invoice. Payment by wire transfer shall be to a bank account designated by PIPELINE.

8. WAIVER: No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or different character.

9. APPLICABLE LAW: THE VALIDITY, CONSTRUCTION, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY LAWS OF THE STATE OF TEXAS APPLYING THE LAWS OF ANOTHER JURISDICTION.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-361-000

First Revised Sheet No. 359 First Revised Sheet No. 359 : Effective
Superseding: Superseding Original Sheet No. 359

10. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto. Except as provided in the General Terms and Conditions of the Tariff, neither party may assign, pledge or otherwise transfer or convey its rights, obligations or interests hereunder for any purpose without the prior written consent of the other party, which consent shall not unreasonably be withheld. Any assignment, pledge, transfer or conveyance in breach of this provision is voidable by the non-breaching party.

11. **FILINGS:** Each party shall make and diligently prosecute, all necessary filings with governmental bodies as may be required for the initiation and continuation of the transportation service subject to this Agreement, as well as inform and, upon request, provide copies to the other party of all filing activities. CUSTOMER shall reimburse PIPELINE for all incurred filing fees.

12. **NOTICES:** Routine communications shall be considered delivered when received by ordinary mail. Communications concerning scheduling, curtailments, and changes in nominations shall be made via EDI if the Customer has executed a Trading Partner Agreement with Transporter to communicate such transactions; otherwise, communications shall be made by the Customer Electronic System, or by fax in the event of failure of Transporter's or the Customer's electronic communication system. CUSTOMER's Dispatcher on the face hereof shall be the recipient on a twenty-four (24) hour basis of all notices regarding scheduling, curtailments, and changes in nominations. Either party shall immediately notify the other of any changes of the designated individuals or addresses herein.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-155-003

First Revised Sheet No. 360 First Revised Sheet No. 360 : Effective
Superseding: Superseding Original Sheet No. 360

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

This ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (this "Agreement") is made as of [____], 19[____], by and between [____], a [____], and Koch Gateway Pipeline Company, a [____] (each a "party" and collectively, the "parties") to facilitate administrative matters exchanged between the parties ("Transactions") in furtherance of the parties' transportation agreements, pooling agreements, balancing agreements, and storage agreements, by providing the option for electronically transmitting and receiving data in agreed formats according to the standards published by the Gas Industry Standards Board as adopted by the Federal Energy Regulatory Commission.

Section 1. Prerequisites.

1.1. Documents and Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets which the parties by written agreement agree to utilize to effectuate the communications delineated in such transaction sets (each agreed upon transaction set, a "Document," and collectively, the "Documents"). The parties may agree to utilize transaction sets pursuant hereto from time to time by executing detailed specification exhibits (each, an "EDI Exhibit") referencing this Agreement, setting forth the applicable electronic delivery mechanism, including back-up and alternate electronic delivery mechanisms, if any, and identifying the transaction sets and all applicable "Receipt Computers," "Digital Codes," "Functional Acknowledgments," "Response Documents," "Providers," and "Functional Acknowledgment Deadlines" (all as below defined). Any transmission of data which is not a Document shall have no force or effect between the parties. Each Document shall be transmitted by one party ("Sender") to the other party ("Receiver") in accordance with the standards and published industry guidelines (collectively, the "Standards") identified in the Appendix hereto (the "Appendix"). In the event of a conflict between the body of this Agreement and the Appendix, the Appendix will govern. In the event of a conflict between the body of this Agreement or the Appendix, and an EDI Exhibit, the EDI Exhibit will govern.

1.2. Electronic Communication Providers. Documents will be transmitted electronically to each party as specified in the applicable EDI Exhibit either directly, or through any third party electronic communication provider ("Provider") with which either party may contract, such as a value added network provider or an Internet service provider. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party. Each party shall be responsible for the costs of any Provider with which it contracts. Sender shall pay all costs of its Provider associated with the transmission of a Document to the "Receipt Computer" designated in the EDI Exhibit for Receiver and Receiver shall pay all costs of its Provider associated with the retrieval and receipt of a Document. Where the parties employ the services of a Provider, the Receipt Computer shall be identified either as Receiver's electronic mailbox or

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FERC Docket: RP97-155-003

Original Sheet No. 361 Original Sheet No. 361 : Effective

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
(Continued)

uniform resource locator, as applicable. Each party shall be liable for the acts or omissions of its Provider while transmitting, retrieving, receiving, storing or handling Documents, or performing related activities, for such party; provided, if both parties use the same Provider to effect the transmission, retrieval and receipt of a Document, Sender shall be liable for the acts or omissions of such Provider related to activities associated with the transmission of the Document and Receiver shall be liable for the acts or omissions of such Provider related to activities associated with the retrieval and receipt of the Document. This provision does not limit any claim of a party against any Provider in respect of any act or omission.

1.3. System Operations and Security Procedures. The equipment, software, services and testing necessary to transmit, retrieve and receive Documents shall be at each party's sole expense. Each party shall properly use those security procedures set forth in the Appendix.

1.4. Digital Codes. Each party may adopt as its signature a digital signature identification ("Digital Code") consisting of symbols or codes which are to be affixed to or contained in the Document transmitted by such party where required by the Standards or as may be otherwise agreed by the parties. In cases where a Digital Code is required for a Document, the requirement shall be specified in the applicable EDI Exhibit. Each party agrees that the Digital Code of such party affixed to or contained in any Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Digital Code of the other party.

1.5. Keys. When the parties are utilizing the Internet electronic delivery mechanism, each party shall maintain a "public key," an encryption algorithm utilized to facilitate private electronic communication which may be changed from time to time, all in accordance with this Section 1.5 and applicable procedures set forth in the Appendix. Each party shall provide to the other party its public key by either (a) a certified or receipted mail service using a diskette with the public key contained in an ASCII text file, (b) an electronic simple mail transfer protocol mail message with the public key contained in the body, or (c) as otherwise agreed. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key, which validation may be made by telephonic verification between designated representatives of each party. As mutually agreed in the Appendix, each party shall provide to the other party a written schedule of the frequency it intends to change its public key. If a party desires to change its public key at a time other than that scheduled, or does not desire to change its public key as scheduled, such party shall provide at least five business days prior written notice thereof to the other party; provided, under emergency circumstances a prior written notice of one business day may be given.

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Original Sheet No. 362 Original Sheet No. 362 : Effective

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
(Continued)

Section 2. Transmissions.

2.1. Proper Receipt. There shall not be deemed to have been a "proper receipt" of a Document until accessible to Receiver at such party's Receipt Computer as evidenced by the receipt by Sender of the time-stamp response initiated by Receiver indicating successful receipt of the Document in accordance with the Standards. The method of time-stamp response to be utilized by the parties shall be set forth in the Appendix. No Document shall have any effect (a) for which a time-stamp response is not received by Sender or (b) for which a time-stamp response indicating error is applicable.

2.2. Verification. Upon proper receipt of any Document, Receiver shall verify that the Document originated from an authorized trading partner, process the decryption of the Document, if necessary, and translate the Document in accordance with the Standards to determine whether the Document contains all of the required data in proper syntactical form. If the Document is verified as from an authorized trading partner and Receiver's decryption of the Document is successful, Receiver shall transmit a "Functional Acknowledgment" to Sender. For purposes of this Agreement, a "Functional Acknowledgment" means a transaction set which confirms (in the format specified thereby) whether or not all required portions of the Document are complete and syntactically correct, but which does not address or otherwise confirm the substantive content of the Document. If (a) there has not been a proper receipt by Sender of a Functional Acknowledgment to a Document for any reason or (b) there has been a proper receipt by Sender of a Functional Acknowledgment to a Document indicating error, in each case within the "Functional Acknowledgment Deadline" indicated in the applicable EDI Exhibit for such Document, the Document may not be relied upon by either party as an effective Document for any purpose.

2.3. Response Document. By mutual agreement, the parties may designate in the applicable EDI Exhibit a "Response Document" transaction set in addition to a Functional Acknowledgment transaction set. A Response Document does not include the time-stamp response specified in Section 2.1 hereof. For purposes of this Agreement, a "Response Document" confirms (in the format specified thereby) whether or not the substantive content of the corresponding Document contains valid substantive data to effectuate the communication. If the Response Document indicates valid substantive content, the communication set forth in the applicable Document shall be deemed effectively completed under the applicable transportation agreement between the parties or applicable pooling agreement, balancing agreement, or storage agreement as indicated by the service requester contract number stated in the EDI transaction. If the Response Document does not indicate valid substantive content, the communication set forth in the applicable Document shall be deemed not to have been effectively completed under the applicable transportation agreement between the parties, pooling agreement, balancing agreement, storage agreement, or other applicable agreements.

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FERC Docket: RP97-155-003

Original Sheet No. 363 Original Sheet No. 363 : Effective

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
(Continued)

Section 3. Transaction Terms.

3.1. Regulations. Notwithstanding Section 4.1 hereof, if any party determines that this Agreement is in conflict with either that party's existing tariff or an obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate written notice to the other party defining which terms of this Agreement are affected and the reasons therefor. The affected party may also provide notice of termination of this Agreement as provided in Section 4.1 hereof, effective immediately upon receipt of such notice by the other party to this Agreement.

3.2. Validity, Enforceability and Confidentiality. Any Document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing" pursuant to applicable law. Any Document when containing, or to which there is affixed, a Digital Code (a "Signed Document") shall be deemed for all purposes hereunder and at law to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The conduct of the parties pursuant to this Agreement, including the use of any Signed Document properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement and the transportation agreements between the parties. The parties agree not to contest the validity or enforceability of any Signed Document under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. A Signed Document, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a Signed Document under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Document was not originated or maintained in documentary form. No information contained in any Document shall be considered confidential except as provided by the transportation agreements between the parties, other written agreements between the parties or by applicable law.

Section 4. Miscellaneous.

4.1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, should either party utilize this Agreement for purposes other than the Transactions contemplated hereby or for any illegal purpose, the other party may immediately terminate this Agreement by written notice; provided further, any termination shall not affect the respective obligations or rights of the parties arising under any Documents effectively communicated under this Agreement prior to the effective date of termination.

Effective Date: 06/01/1997 Status: Effective

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ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
(Continued)

4.2. Agreement Not Severable. If any provision of this Agreement is determined to be invalid or unenforceable, then as of such determination this Agreement in its entirety will be deemed ineffective and unenforceable by the parties; provided, the respective obligations or rights of the parties arising under any Documents effectively communicated under this Agreement prior thereto shall not be affected.

4.3. Entire Agreement. As and when executed by the parties, each EDI Exhibit shall be considered a part of this Agreement. This Agreement, including the Appendix and each EDI Exhibit which are incorporated herein by this reference, constitutes the complete agreement of the parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding upon either party. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas, the United States of America, excluding any conflict-of-law rules and principles of that which would result in reference to the laws or rules of another jurisdiction.

4.5. Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission, retrieval or receipt of any Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from this Agreement shall be set forth in the Appendix.

4.6. Notices. Unless otherwise expressly provided in this Agreement, all notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, to the addressee party at such party's address set forth in the Appendix. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five days prior written notice of such new address in accordance with the preceding provisions.

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Original Sheet No. 365 Original Sheet No. 365 : Effective

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
(Continued)

4.7. Force Majeure. No party shall be liable for any failure to perform its obligations hereunder where such failure results from an act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting, retrieving or receiving any Documents, and which by the exercise of due diligence such party is unable to prevent or overcome.

4.8. Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

original counterparts on its behalf effective as of the date first above written.

COMPANY NAME:

BY:

NAME:

TITLE:

COMPANY NAME:

Mobile Bay Pipeline Company

BY:

NAME:

TITLE:

Effective Date: 08/01/1998 Status: Effective

FERC Docket: RP98-329-000

First Revised Sheet No. 366 First Revised Sheet No. 366 : Effective

Superseding: Superseding Original Sheet No. 366

APPENDIX TO ELECTRONIC DATA INTERCHANGE

TRADING PARTNER AGREEMENT DATED

1. IDENTIFICATION AND ADDRESSES:

COMPANY NAME _____
AGENT NAME (IF ANY) _____
STREET ADDRESS _____
CITY _____ STATE/PROVINCE/Commonwealth _____
ZIP/POSTAL CODE _____
ATTENTION _____
(Name and Title of EDI System Contact)
PHONE _____ FAX _____ E-MAIL _____

OTHER NOTICE METHOD OR ADDRESS _____
COMMON CODE IDENTIFIER _____

COMPANY NAME Mobile Bay Pipeline Company
AGENT NAME (IF ANY) _____
STREET ADDRESS _____
CITY _____ STATE/PROVINCE/Commonwealth _____
ZIP/POSTAL CODE _____
ATTENTION _____
(Name and Title of EDI System Contact)
PHONE _____ FAX _____ E-MAIL _____
OTHER NOTICE METHOD OR ADDRESS _____
COMMON CODE IDENTIFIER DUNS# for MBPC: 867387292

2. STANDARDS:

Specify all applicable standards, such as the standards of the American National Standards Institute.
All applicable industry guidelines and regulations are identified in Mobile Bay's EDI implementation guides.

3. INDUSTRY GUIDELINES:

Specify all applicable published industry guidelines or applicable regulations, such as Gas Industry Standards Board Version 1.2, as adopted by the F. E. R. C.
All applicable industry guidelines and regulations are identified in Mobile Bay's EDI implementation guides.

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Original Sheet No. 367 Original Sheet No. 367 : Effective

APPENDIX TO ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT
(Continued)

4. SECURITY PROCEDURES:

- (a) Contact for public key exchange:_____
- (b) Method of contact for public key exchange (phone, e-mail etc.):_____
- (c) Method for public key exchange:_____
- (d) Date for submission of scheduled public key exchanges:_____
- (e) Scheduled public key exchange procedures, if any:_____
- (f) Unscheduled public key exchange procedures:_____
- (g) Designated representatives for public key verification:_____

5. METHOD OF TIME-STAMP RESPONSE:

6.LIMITATION ON DIRECT DAMAGES TO SOFTWARE AND HARDWARE: Specify, if any.

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Original Sheet No. 368 Original Sheet No. 368 : Effective

EDI EXHIBIT

Value-Added Network Information

My company will use a Value-Added Network (VAN) as:

Primary EDI Communications _____

Backup to Internet _____

Not at all _____

Electronic Communication Provider:

	Company Name	Company Name
Provider Name	_____	Mobile Bay Pipeline Company
and Business Representative:	_____	_____
Telephone:	_____	_____
Fax:	_____	_____
E-Mail:	_____	_____

EDI System Contact at
Provider:

Telephone:	_____	_____
Fax:	_____	_____
E-Mail:	_____	_____

Receipt Computer and any Back-up or Alternates:

	Company Name	Company Name
Value Added Network (VAN):	_____	Mobile Bay Pipeline Company
Receipt Computer	_____	_____
VAN Account Id:	_____	_____
[add blocks as needed for optional back-up or alternates]		

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

Company

Company

Mobile Bay Pipeline Company

Name/Title/Date

Name/Title/Date

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-155-003

Original Sheet No. 369 Original Sheet No. 369 : Effective

EDI EXHIBIT

Internet Information

My company will use a Value-Added Network (VAN) as:

Primary EDI Communications _____

Backup to VAN _____

Not at all _____

Electronic Communication Provider:

	Company Name	Company Name
Provider Name	_____	Mobile Bay Pipeline Company
and Business Representative:	_____	_____
Telephone:	_____	_____
Fax:	_____	_____
E-Mail:	_____	_____

EDI System Contact at
Provider:

Telephone:	_____	_____
Fax:	_____	_____
E-Mail:	_____	_____

Receipt Computer and any Back-up or Alternates:

	Company Name	Company Name
Production URL Address:	_____	Mobile Bay Pipeline Company
Receipt Computer	_____	_____
ISA qualifier:	_____	_____
ISA ID:	_____	_____
Backup URL Address: (Optional)	_____	_____

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

Company

Name/Title/Date

Company

Mobile Bay Pipeline Company

Name/Title/Date

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-155-003

Original Sheet No. 370 Original Sheet No. 370 : Effective
Superseding: EDI EXHIBIT

MOBILE BAY PIPELINE COMPANY
Statement of Intent to Implement EDI Transactions

Applicant Company Name: _____
Application Date: _____/_____/_____

Please indicate your priority for the implementation of the following GISB transactions and specify your requirements for GS02 and GS03 codes, if any.

GISB
Standard
No.

GISB Transaction Description

ANSI
Ver.
ANSI
Trans
Set
Id
Send or
Receive
By MBPC
GS02
Document
ID
GS03
Document
ID
Priority
(1=High,
27=Low)
Target
Test Start
Date
Target
Production
Date
1.4.1
Nomination
3040
850
Receive

NOMS

1.4.2
Nomination Quick Response
3040
855
Send
NOMQ

1.4.3
Request for Confirmation-
Pipeline Sender
3040
850
Send
CONF

1.4.4
Confirmation Response-Pipeline
Receiver
3040
855
Receive

RCNF

1.4.5
Scheduled Quantity to Shipper
3040
865
Send
SCHD

1.4.6
Scheduled Quantity to Operator
3040
865
end
SCHO

2.4.1
Pre-Determined Allocation
3040
860
Receive

PDA

2.4.2
Pre-Determined Allocation -
Quick Response
3040
865

